

BIDDING DOCUMENTS

FOR

RE-TENDERING OF EQUIPMENTS /MACHINES FOR RADIATION ONCOLOGY DEPARTMENT OF G.M.C.H.,GUWAHATI.

IFB NO.: DME/MRI/241/2012/15699, Dated: 11/12/2012

Due for opening on
28-01-2013 at 3.00 P.M.

*Bidding Document issued to M/S.....
on datedagainst the receipt of Rs.2,000/- (Rupees Two thousand) only
in the form of Bank Draft/Bankers' Cheque No.....
Dated.....*

*Director of Medical Education,
Assam.*



GOVERNMENT OF ASSAM
DIRECTORATE OF MEDICAL EDUCATION, ASSAM,
SIXMILE KHANAPARA;GUWAHATI.

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SECTION-I: INVITATION FOR BID (IFB)
GOVERNMENT OF ASSAM
OFFICE OF THE DIRECTOR OF MEDICAL EDUCATION, ASSAM
SIXMILE, KHANAPARA, GUWAHATI-22

Web site : www.dmeassam.gov.in, email:dme@assam.gov.in, dmeassam@gmail.com, Fax: 0361-2366236

No. DME/MRI/241/2012/15699

Dated: 11-12-2012.

INVITATION FOR BID (IFB)

Sealed Bids (Two Envelope System) affixing court fee stamp of Rs. 8.25 (Rupees eight point two five paise) only are invited from the intending manufacturer for supply and installation of Equipments/Machines for 200 bedded Cancer Hospital and Oncology Deptt. on turnkey basis in Gauhati Medical College Hospital, Guwahati under the Health & F.W. Department, Govt. of Assam.

Postal Charges (Inland) : Rs. 500/- **Postal Charges**
(Overseas) : Rs.1, 000/-
IFB No.DME/MRI/241/2012/15699 : **Dated: 11-12-2012.**
ISSUE OF BIDDING DOCUMENTS : **12-12-2012(During Office hours)**
CLOSING DATE & TIME FOR RECEIPT OF BIDS : **28-01-2013 AT 2.00 PM**
BIDS OPENING DATE AND TIME : **28-01-2013 AT 3.00 PM**

1. Brief Schedule

SI No	Description	Bid Security (E.M.D.)	Delivery/ Installation schedule/ Completion period	Tender fees in Rs.	Eligibility
1	Mould Room Equipment's	Rs. 0.50 L	120 days	Rs.2,000/-	Manufacturer/ accredited Dealer
2	TLD (Thermoluminescence Dosimeter) system with all accessories	Rs. 0.50 L	120 days		

2. Bidding documents are available for sale at this office during the office hours on all working days from till a day prior to the closing date of receipt of Bid indicating above, against payment of a non-refundable fee of Rs.2,000/- (Rupees Two thousand) only in the form of a crossed demand draft in favour of the "Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-781022 Payable at SBI- Dispur (Guwahati) Branch. Bidders desirous of having bidding documents by post shall have to submit a big size self-addressed envelope with above mention postal charges along with the Bank Draft of Rs.2,000/- (Rupees Two Thousand) only. The bidding documents can also be downloaded from the official web site of Directorate of Medical Education, Assam(www.dmeassam.gov.in),NIC,Govt. of Assam (www.assamgovt.nic.in) and NRHM, Assam (www.nrhmassam.in). In case of bid documents downloaded from the website mentioned above the required fees as mentioned above has to be deposited at the time of submission of tender. In case of any disparity between the printed version of the tender

documents sold through the Directorate and the downloaded version, the printed will be prevail.

3. It is the responsibility of the bidders to ensure that their bids are dropped in the tender box in this office i.e. Directorate of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22 by the closing date and time stipulated above for receipt of bid, failing which the bid would be considered late and rejected.
4. The Vendor will quote only for one model against the specification of the Equipments/ Instruments shown in the Bid document. In case the Vendor is interested to offer two models against the same specification, the Vendor has to deposit separate E.M.D. as per Schedule of requirement.
5. The bid documents are not transferable.

Sd./-Prof. D. Hazarika,
Director of Medical Education, Assam

SECTION II- INSTRUCTION TO BIDDERS

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SECTION II – INSTRUCCIONS TO BIDDERS (ITB)

A. INTRODUCTION

01 **Source of funds.**

The Health & Family Welfare Department, Govt. of Assam has received fund from the Govt. of Assam for the current financial year towards purchase of Equipments/Machines for 200 bedded Cancer Hospital and Oncology Deptt for the Gauhati Medical College Hospital, Guwahati and intends to apply this funds to eligible payments under the contract(s) for which this Invitation for Bid is issued.

02 Eligible bidders

02.01 This Invitation for Bid is open to all the eligible manufacturers.

03 Eligible goods and services.

03.01 All goods and ancillary services to be supplied under the contract shall have their origin in India or other countries and all expenditure made under the contract will be limited to such goods and services.

03.02 For purposes this clause ‘origin’ means the place where the goods are mined, grown or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or in utility from its components.

03.03 The origin of goods and services may be distinct from the nationality of the bidder.

04 Cost of bidding.

04.01 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Governor of Assam hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B THE BIDDING DOCUMENTS

05 Content of bidding documents.

05.01 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- | | |
|-------------------------------|---------------------------------|
| a. Instruction to Bidders. | b. Conditions of contract. |
| c. Schedule of Requirements | d. Technical Specifications |
| e. Qualification Requirements | f. Bid Form and Price Schedules |
| g. Contract Form | h. Special Warranty provisions |
| i. Proforma | |

05.02 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.

06 **Clarification of bidding documents.**

- 06.01 A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by telex or cable at the purchaser's mailing address indicated in the Invitation for Bid. The purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than 30(thirty) days prior to the deadline for submission of bids prescribed by the purchaser. Written copies of the purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders, which have received the bidding documents.
- 06.02 Amendment of bidding documents.
- 07.01 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 07.02 The amendment will be notified in writing or by telex or cable to all prospective bidders, which have received the bidding documents and will be binding on them.
- 07.03 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

08. Language of bid.

- 08.01 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation of the bid, the English translation shall govern.
- 08.02 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, may also be written in the Hindi Language, provided that the same is accompanied by an English translation, in which case, for purpose of interpretation of the bid, the English translation shall govern.

09 **Documents comprising the bid.**

- 09.01 The bid prepared by the bidder shall comprise the following components:-
- A. a bid form and a price schedule completed in accordance with clauses 10,11 and 12,
 - B. Documentary evidence established in accordance with clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted,
 - C. Documentary evidence established in accordance with clause 14 that the goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the bidding documents and
 - D. Bid Security furnished in accordance with clause 15.

10. Bid form.

- 10.01 The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country or origin, quantity and prices.

10.02 For the purpose of granting a margin of domestic preference pursuant to clause 27, the purchaser will classify the bid, when submitted, in one of the three groups, as follows:

a) Group A: Bids offering goods produced and manufactured from Small Scale Industrial units, provided the quality and delivery are suitable.

b) Group B: Bids offering goods produced and manufactured from Public Sector Undertakings provided that the quality and delivery are suitable.

c) Group C: Bids offering goods produced and manufactured from other units/undertakings or imported, provided the quality and delivery are suitable.

10.03 To facilitate this classification by the purchaser, the bidder shall complete whichever version of the price schedule furnished in the bidding documents is appropriate, provided however that the completion of an incorrect version of the price schedule by the bidder will not result in rejection of its bid but merely in the purchaser's reclassification of the bid into its appropriate bid group.

11 Bid Prices.

11.01 The bidder shall indicate on the appropriate price schedule attached to these documents the unit prices and total bid prices of goods it proposes to supply under the contract.

11.02 Prices indicated on the price schedule shall be entered separately in the following manner:

A) FOR GOODS OFFERED FROM WITHIN INDIA:-

i) the price of the goods, quoted ex- factory, ex-showroom, ex-warehouse or off-the shelf, as applicable, including customs , excise and any other duties and sales and other taxes already paid or payable,

a) on the components and raw material used in the manufacture or assembly of the goods quoted ex- factory or

b) on the previously imported Goods of foreign origin quoted ex-, showroom, ex-warehouse or off-the-shelf

ii) any sales and other taxes/duties which will be payable on the goods in India if the contract is awarded,

iii) charges for inland transportation, insurance (if required) and other local costs incidental to delivery of the goods to their final destination and

iv) the cost of incidental services listed in clause 13 of the conditions of contract.

B) FOR GOODS OFFERED FROM ABROAD: -

i) The price of goods FOB/FAS port of shipment (in Foreign Currency),

- ii) the price of goods quoted CIF port of entry in India(in Foreign Currency). In quoting the prices, the bidder shall use ocean transportation through Indian flag vessels of Indian origin or through vessels of shipping conference lines in which India is a member country. Similarly, the bidder may obtain insurance services from any nationalised insurance company in India,
- iii) charges for inland transportation, insurance (if required) and other local costs incidental to delivery of the goods from the port of entry to their final destination and
- iv) the cost of incidental services listed in clause 13 of the conditions of contract.

Note: Bidders may like to ascertain availability of deemed export benefits. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits; the purchaser will not compensate the bidder. Bids, which do not conform, to this provision will be treated as non-responsive and rejected.

11.03 The bidder's separation of the price components in accordance with clause 11.02 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

11.04 Prices quoted by the bidder shall be fixed during the bidder's Performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to clause 24.

12 **Bid currencies.**

12.01 The prices shall be quoted either in Indian rupees or in the currency of the country or origin of goods. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

12.02 Agents and services facilities in India-

a) If a foreign bidder has engaged an agent in India, it will be required to give the following details in the bid:

- i) the name and address of the Indian agent with their permanent income tax number;
- ii) what services the agent renders and;
- iii) The amount of remuneration for the agent included in the FOB component of the bid price;

b) The Agency Commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian Rupees using the Telegraphic Transfer Buying Rate of exchange ruling on the date of award of Contract and shall not be subject to any further exchange variation.

13 Documents establishing bidder's eligibility and qualifications:

13.01 Pursuant to clause 09, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- 13.02 The documentary evidence of the bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under clause 02.
- 13.03 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction:
- a) that, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorised **(as per authorization form in section XI)** by the good's manufacturer or producer to supply the goods in India.
 - b) that the bidder has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the 'Qualification Requirements' specified in Section VI.
 - c) that in the case of a bidder not doing business within India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed by the conditions of contract and/or Technical Specifications and;
 - d) latest and valid Income Tax Clearance Certificate of the bidder or its agent.
14. Documents establishing goods' eligibility and conformity to bidding documents.
- 14.01 Pursuant to clause 09, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract.
- 14.02 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.03 The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawings and data and shall furnish:
- a) a detailed description of the goods' essential technical and Performance characteristics,
 - b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of years, following commencement of the goods used by the purchaser and
 - c) A clause-by-clause commentary on the purchaser's 'Technical Specification' demonstrating the goods and services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the 'Technical Specifications'.
- 14.04 **For purposes of the commentary to be furnished to clause 14.03 'c' above, the bidder shall note that standards of workmanship, material and equipment and references to brand names or catalogue numbers designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that**

the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.

15 Bid Security.

15.01 Pursuant to clause 09, the bidder, shall furnish as part of its bid, a bid security of an amount specified in IFB.

15.02 The bid security is required to protect the purchaser against risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 15.07.

15.03 The bid security shall be demonstrated in the currency of the bid or in Indian Rupees and shall be in one of the following forms:

a) Post Office Cash Certificates, National Savings Certificates and K.V.P duly pledged in favour of Director of Medical Education, Assam, Sixmile, Khanapara, Guwahati-22. (Certificates which are not held in the name of the bidder shall not be accepted),

b) Post Office Saving Bank Pass Book and

c) Deposit Receipts or Bank Guarantees (in the prescribed proforma given in Section VIII issued by any of the scheduled banks as per list given in Section XV).

15.04 Any bid from a bidder who fail to furnish Bid Security (furnish a notarized copy of the registration certificate for the item quoted), not secured in accordance with clause 15.01 and 15.03, will be summarily rejected by the purchaser, as non-responsive, pursuant to clause 24.

15.05 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 16, but not later than 30 days of the award of contract. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of bid security, after the bids have been rejected, is made within the stipulation period.

15.06 The successful bidder's bid security will be discharged /returned upon the bidder executing the contract pursuant to clause 34 and furnishing the Performance security, pursuant to clause 35.

15.07 The bid security may be forfeited:

a) If a bidder withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form or;

b) In the case of a successful bidder, if the bidder fails

i) to sign the contract in accordance with clause 34 or

ii) to furnish Performance security in accordance with clause 35.

16. Period of validity of bids.

16.01 Bids shall remain valid for 365(three hundred sixty five) days after the date of bid opening prescribed by the purchaser, pursuant to clause 19. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

16.02 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by cable or by telex). The bid security provided under clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

17. Format and signing of bid.

17.01 The bidder shall prepare three copies of the bid, clearly making each "original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

17.02 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the latter authorisation. The person or persons signing the bid shall initial all pages of the bid, except for unlamented printed literature.

17.03 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

D. SUBMISSION OF BIDS

18. Sealing and marking of bids.

18.01 The bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as 'original' and 'copy'.

18.02 The Inner and outer envelopes shall be:

a) Addressed to the purchaser at the following address: -

**“DIRECTOR OF MEDICAL EDUCATION, ASSAM,
SIXMILE,KHANAPARA, GUWAHATI-781022,
ASSAM, INDIA”**

b) Bear the Invitation for Bid (IFB) number and the words "DO NOT OPEN BEFORE....." (Here insert the time and date of Bid opening).

18.03 The inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late'.

18.04 If the outer envelop is not sealed and marked as required by clause 18.02, the purchaser will assume no responsibility for the bid's misplacement or premature opening.

18.05 Bidders shall submit their bids in two parts as under:

a) Technical bids, in triplicate, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications if any from that of 'Technical Specifications' and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.

b) Price bids showing only item wise prices in a separate sealed cover inside the main cover.

- c) It may be noted that when the main cover is opened on the date and time scheduled for Bid opening, only the technical bids will be opened and read out in public.
- d) Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened before opening the price bids of others.

19. Deadline for submission of bids.

19.01 Bids must be received by the purchaser at the address specified under clause 18.02 no later than the time and date specified in the invitation for bids (**Section I**). In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.

19.02 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with clause 07, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19.03. It is the responsibility of the bidders to ensure that the completed bidding documents are dropped in the tender box in this office i.e. Directorate of Medical Education, Assam, Sixmile, Khanapara, Guwahati-781022 by the closing date and time stipulated above for receipt of bid, failing which the bid would be considered late and rejected.

20. Late bids.

20.01 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to clause 19, or a single bid incorporation both technical details and price, pursuant to clause 18.05, will be rejected and/or returned unopened to the bidder.

21 Modification and withdrawal of bids.

21.01 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

21.02 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 18. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.03 No bid may be modified subsequent to the deadline for submission of bids.

21.04 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security pursuant to clause 15.07.

B. BID OPENING AND EVALUATION

22 Opening of bids by purchaser.

- 22.01 The purchaser will open bids in the presence of bidder's representatives, who choose to attend, at the time and date specified in the invitation for bids and in the following location:

**DIRECTORATE OF MEDICAL EDUCATION, ASSAM,
SIXMILE, KHANAPARA, GUWAHATI-781022.**

The bidder's representatives, who choose to attend the bid opening, shall bring with them a letter of authority from the bidder on the letterhead for having been authorised to be present at the time of opening of the bid. In the absence of such a letter of authority, the representative(s) will not be allowed to enter and/or to attend the bid opening.

The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the purchaser, the bids shall be opened at the appointed time and location on the next working day.

- 22.02 The bidder's name, technical specifications, bid prices (in case of single bid system), modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the opening.

23. Clarification of bids.

- 23.01 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

24. Preliminary examination.

- 24.01 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the document have been properly signed, whether the bid validity is as required and whether the bids are generally in order.

24.02 Bids from agents without proper authorisation from the manufacturers as per section XI and principal's original proforma invoice with break-up of price shall be treated as non-responsive and shall be rejected.

- 24.03 Arithmetical errors will be rectified on the following basis. If 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. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between the words and figures, the amount in words shall prevail.

- 24.04 Prior to the detailed evaluation, pursuant to clause 26, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of a bid's responsiveness is to base on the contents of the bid itself without recourse to extrinsic evidence.

24.05 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

24.06 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

24.07 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

25. **Conversion to single currency.**

25.01 To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable, to the Indian rupees at the BC selling market rate of exchange established by the State Bank of India, New Delhi or the Bank of Baroda, New Delhi, for similar transactions as on the date of bid opening.

26. **Evaluation and comparison of bids.**

26.01 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive, pursuant to clause 24 and technically acceptable.

26.02 The purchaser's evaluation of a bid will include and take into account:

- a) in the case of goods manufactured indigenously or goods of foreign origin already located in India, excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the bidder and;
- b) in the case of a goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods is the contract is awarded to the bidder.

The purchaser's evaluation of a bid will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the 'Technical Specifications'.

26.03 The comparison shall be of F.O.R. site and delivered and commissioned at consignee's end.

26.04 The purchaser's evaluation of bid will take into account, in addition to the bid price and the price of incidental services, the following factors, in the manner and to the extent indicated in clause 26.05 and in the 'Technical Specifications':

- a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,
- b) delivery schedule offered in the bid,
- c) deviations in payment schedule from that specified in the conditions of contract,
- d) the cost of components, spare parts and service,
- e) the cost of installation and commissioning,
- f) the cost of guarantee/warranty and
- g) the Performance and productivity of the equipment offered.

26.05 Pursuant to clause 26.04, following evaluation methods will be followed:

a) Inland transportation, insurance and incidentals:

Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site. These costs incurred in India shall be quoted in Indian Rupees. Bids offering goods of foreign origin from abroad shall quote for freight and insurance charges separately. This cost will be added to the bid price.

b) Delivery schedule:

The purchaser desires to have delivery of the goods covered under the invitation, at the time specified in the 'Schedule of Requirements'. The estimated time of arrival and installation and commissioning at the site should be calculated for each bid after allowing for reasonable ocean and inland transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% (two percent) of the F.O.R. site delivered, installed and commissioned price for each month of protracted delivery beyond the base and this will be added to the bid price for evaluation.

c) Deviation in payment schedule:

Bidders shall state their bid price for the payment schedule outlined in the conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected bidder.

d) Cost of spare parts and maintenance service:

Bidder shall quote for maintenance spares for five years normal running of the equipment. Bidder shall also quote for annual maintenance charges for a period of five years after the expiry of the standard guarantee/warranty period of five years. This cost will be added to the bid price.

e) Cost of installation and commissioning:

Bidder may quote separately for installation and commissioning, if he chooses to do so. These costs incurred in India shall be quoted in Indian rupees. This cost will be added to the bid price.

f) Guarantee/warranty:

Bidder's bid shall include guarantee/warranty for a period of five years from the date of installation, commissioning and taking over of the equipment by the consignee. In case this element is quoted at extra cost, such cost will be added to the bid price.

g) Performance and productivity of the equipment:

Bidders shall state the guaranteed Performance or efficiency of the equipment. For each drop in the Performance or efficiency below the norm of 100, an

adjustment of 1% of the bid price will be added to the bid price for each point drop.

27. Domestic preference

- 27.01 In the comparison of evaluated bids, the purchaser will grant a margin of preference to goods in accordance with the following procedures, provided the bidder shall have established to the satisfaction of the purchaser that the goods are eligible for price/purchase preference.
- 27.02 The purchaser will first review the bids to confirm the appropriate of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their bid forms and price schedule, pursuant to Clause 11.
- 27.03 If evaluated bids in each group will then be compared among themselves, to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group 'A' being the lowest, it will be selected for the award of the contract.
- 27.04 If, as a result of the preceding comparison, the lowest bid is from Group 'C', all Group 'C' bids will then be further compared with the lowest evaluated bid from group 'A', after adding to the evaluated bid price of the goods offered in each Group 'C' bid for the purpose of this further comparison only up to 15% of the evaluated bid price of such goods to group 'C' bids. All Group 'B' bids may be considered for a purchase preference of up to 10% over the bids from Group 'A' & Group 'C', if they happen to be competitive and responsive.
- If the group 'A' or group 'B' bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from group 'C', as determined from the comparison under clause 27.03 as above, will be selected.
- 27.05 However, the quantum of price/purchase preference to be allowed shall be determined by the purchaser on the merits of individual cases based on the prevailing Government policy and his decision shall be final and binding and the purchaser and/or the Government of India shall entertain no representations on this ground.

28. Contacting the purchaser.

- 28.01 Subject to clause 23, no bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
- 28.02 Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.**

F. AWARD OF CONTRACT

29. Post-qualification.

- 29.01 Notwithstanding the 'Qualification Requirements' set out in section VI the purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 29.02 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to clause 13, as well as such other information as the purchaser deems necessary and appropriate.
- 29.03 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

30. Award criteria.

- 30.01 Subject to clause 32, the purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- 31. Purchaser's right to vary quantities at time of award.
- 31.01 The purchaser reserves the right at the time of award to increase or decrease by up to 25% of the quantity of goods and services specified in the 'Schedule of Requirements' without any change in prices or other terms and conditions.

32. Purchaser's right to accept any bid and to reject any or all bids.

- 32.01 **The purchaser reserves the right to accept or reject any bid and to annual the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the purchaser's action.**

33. Notification of award.

- 33.01 Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable or telex or fax (to be confirmed in writing by registered letter), that its bid has been accepted.
- 33.02 The notification of award will constitute the formation of the contract.
- 33.03 Upon the successful bidder's furnishing of Performance security, pursuant to clause 35, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to clause 15.

34. Signing of contract.

- 34.01 At the same time as the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
- 34.02 Within twenty-one (21) days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the purchaser.

35. **Performance security.**

- 35.01 Within thirty (30) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the Performance security in accordance with the conditions of contract, in the Performance security form provided in the bidding documents or another form acceptable to the purchaser.
- 35.02 Failure of the successful bidder to comply with the requirement of clause 34 or clause 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may like the award to the next lowest evaluated bidder or call for new bids.

SECTION III-CONDITIONS OF CONTRACT (COC)

01 Definitions

01.01 In this contract, the following terms shall be interpreted as indicated:

- a) “the contract” means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) “the contract price” means the price payable to the supplier under the contract for the full and proper Performance of its contractual obligations;
- c) “the goods” means all of the equipment, machinery and/or other materials, which the supplier is required to supply to the purchaser under the contract;
- d) “services” means services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance , training and other such obligations of the supplier covered under the contract;
- e) “the purchaser” means the Governor of Assam and includes its successors or assignees;
- f) “the supplier” means the individual or firm supplying the goods under the contract and includes its successors or assignees and;

02. Application

02.01 These conditions of contract shall apply to the extent they are not superseded by provisions in other parts of the contract:

03. Country of origin.

03.01 All goods and services supplied under the contract shall have their origin in India or other countries recognized by the Government of Assam.

03.02 For purpose of this clause “origin” means the place where the goods are mined, grown or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

03.03 The origin of goods and services may be distinct from the nationality of the supplier.

04 Standards

04.01 The goods supplied under this contract shall conform to the standards mentioned in the ‘Technical Specifications’ and when no applicable standard is mentioned, to the

authoritative standard appropriate to the goods country of origin and such standards shall be the latest issued by the concerned institution.

05 Use of contract documents and information.

05.01 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the Performance of the contract. Disclosure to any such employed person shall be made confidential and shall extend only so far as may be necessary or purposes of such Performance.

05.02 The supplier shall not, without the purchaser's prior written consent, make use of any documentary information enumerated in clause 05.01 except for purposes of performing the contract.

05.03 Any document other than the contract itself, enumerated in clause 05.01, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's Performance under the contract if so required by the purchaser.

6. Patent rights

06.01 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in the purchaser's country.

07 Performance security.

07.01 Within 30 (thirty) days after the purchaser's issue of notification of award, the supplier shall furnish Performance security to the purchaser for an amount of **10% (ten percent)** of the contract value, valid up to 365 (three hundred sixty-five) days after the completion of Performance obligations excluding warranty obligations.

07.02 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.

07.03 The Performance security shall be denominated in the currency of the contract or in Indian Rupees and shall be in one of the following forms:

a) Post Office Cash Certificates, National Savings Certificates and KVP duly pledged in favour of Director of Medical Education, Assam (Certificates which are not held in the name of the bidder shall not be accepted),

b) Post Office Saving Bank Pass Book and

c) Deposit Receipts or Bank Guarantees (in the prescribed proforma given in section X issued by any of the scheduled banks as per list given in section XV).

07.04 The Performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's Performance obligations excluding the warranty obligations under the contract.

07.05 In the event of any contract amendment, the supplier shall, within 21 (twenty-one) days of such amendment to the Performance security, rendering the same valid for the contract, as amended.

08 Inspection and tests

- 08.01 The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The 'Technical Specifications' and 'Inspection authority and special test details' indicated in section XIII shall specify what inspections and tests, the purchaser required and where they are to be conducted. The purchaser shall notify the supplier in writing of the identity of any representatives for this purpose.
- 08.02 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at point of delivery and/or at the goods final destination, where conducted on the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
- 08.03 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45(forty five) days of intimating such rejection.
- 08.04 The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.
- 08.05 Nothing in clause 08 shall in any way release the supplier from any warranty or other obligations under the contract.

09 Packing.

- 09.01 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage. Packing case size and weights shall take into consideration, where applicable, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. In addition, the supplier shall also take into the limitations of the packing size acceptable for inland transportation in India by rail/road and make necessary arrangement for the goods smooth transportation up to the final destination specified in the contract.
- 09.02 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 subject to clause 18, in any subsequent instructions ordered by the purchaser.
- 09.03 Packing instructions:
The supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper point the following:
- a) Brief description of goods,
 - b) Contract no. and date,
 - c) Country of origin of goods,
 - d) Supplier's name and address,
 - f) Packing list reference number and
 - g) Consignee's name and full address.

10 Delivery and documents

- 10.01 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

10.02 For purposes of the contract, “F.O.B.”, “C.I.F.” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them as specified in the notification of award.

10.03 a) For imported goods:

Within 24 hours of shipment, the supplier shall notify the purchaser, port consignee, ultimate consignee, paying authority, chartering wing of the Ministry of Shipping & Transport, indenter, bankers opening the letter of credit 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/Air Way Bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of discharge, etc. The supplier shall mail the following documents to the purchaser and authorities as indicated against each immediately on shipment.

Document	Port consignee	Ultimate consignee	Paying Authority	Purchaser	Min. of Shipping	Indenter	Bank	Insurance Company
Bill of lading/ Air way bill (original)	1						1	
Bill of lading/ Air way bill (copy)	2	2	1	1	1	1	1	1
Freight memo	3	2	1	1	1	1	1	
Signed copies Of invoice	1			1			1	
Invoices	2	2	1		1	1		1
Packing list	3	2	1	1	1	1	1	1
Country of Origin certificate	3	2	1	1	1	1	1	
Drawings/sket ches showing dimensions	3	2		1	1	1		
Literature/catal ogue	3	2		1		1	1	
Manufacture's/ supplier's guarantee certificate	3	2	1	1		1	1	
Insurance certificate	3	2	1	1	1	1	1	1
Inspection Certificate	3	2	1	1		1	1	

The above documents shall be received by the purchaser and other authorities mentioned above at least one week before the arrival of goods at the port of discharge and, if not received, the supplier will be responsible for any consequential charges/expenses.

c) For domestic goods:

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, indenter and the paying authority, the full details of dispatch and also shall supply following documents:

(i) copies of supplier's invoice showing goods description, quantity, unit price and total amount,

- (ii) Railway Receipt/Consignment Note/acknowledgement for receipt of goods from the consignee(s),
- (iii) manufacturer's /supplier's guarantee certificate,
- (iv) inspection certificate issued by the nominated inspection agency, where applicable, and the supplier's factory inspection report,
- (v) certificate of origin and
- (vi) any other document specified in the notification of award/contract.

11. **INSURANCE**

- 11.01 The goods supplied under the contract, if considered necessary, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner.
- 11.02 Where delivery of the goods is required by the purchaser on a C.I.F. basis, the supplier shall arrange and pay for marine/air insurance, making the indenter as the beneficiary. Where delivery is on F.O.S. basis, marine/air insurance shall be the responsibility of the indenter.
- 11.03 In the case of C.I.F. contract, the supplier shall obtain the marine/air insurance in an amount equal to 110% of the C.I.F. value of the goods from "warehouse to warehouse" on "all risks" basis including war risks and strike clauses. In the case of domestic contracts for delivery of goods to site, the insurance shall be obtained by the supplier, if considered necessary, in an amount equal to 110% of ex-works value of goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strike clause.

12. **Transportation.**

- 12.01 Where the supplier is required under the contract to deliver the goods F.O.B., transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.
- 12.02 Where the supplier is required under the contract to deliver the goods C.I.F. or to a specified destination within India, transport of the goods to the port of discharge or such other point in India as shall be specified in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.
- 12.03 Where the supplier is required to effect delivery under any other terms, for example, by post or to another address in India, the supplier shall be required to meet all transport and storage expenses until delivery.
- 12.04 In all the above cases, transportation of the goods after delivery shall be the responsibility of the purchaser.
- 12.05 Where the supplier is required under the contract to deliver the goods C.I.F., no further restriction shall be placed on the choice of the ocean carrier except that the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country. Where the supplier is required under the contract (i) to deliver the goods F.O.B. and (ii) to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.
- 12.06 In case of F.O.B. contract, the Shipping Co-ordination and Chartering Division/Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, India shall make shipping arrangements. Notice about the readiness of Cargo for shipment shall be given

by the supplier from time to time at least 6 (six) weeks in advance for finalising the Shipping arrangement as per section XIV, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi, India. Within 3 (three) weeks of receipt of the advance notice, as above, the said Chief controller of Chartering, Shipping Co-ordination officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered.

- 12.07 If the advice for shipping arrangement is not furnished to the supplier, within 3 (three) weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than 15(fifteen) days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.
- 12.08 Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charge incurred by the purchaser whatsoever.
- 12.09 The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser.

13. **Incidental services**

- 13.01 As specified in the contract form, the supplier may be required to provide any or all of the following services:
- a) Performance or supervision of on-site assembly and/or start up of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) Performance or supervision of maintenance and/or repair of the supplied goods, for the period of warranty specified in the contract form, provided that this service shall not relieve the supplier of any warranty obligations under the contract and;
 - d) Conduct of training of the purchaser's personnel, at the supplier's plant and/or onsite (as specified in the bidding documents), in assembly, start-up, operation, maintenance and/or repair of the supplied goods. This cost shall be included in the contract price.

- 13.02 Prices charged by the supplier for the preceding incidental services, if not included in the contract price for the goods, 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. **All bank charges (for opening of LC etc) will have to borne by Manufacturer / Supplier.**

14. **Spare parts**

- 14.01 As specified in the contract form, the supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the supplier:

- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract,
 - b) in the event of termination of production of the spare parts:
 - i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and
 - ii) following such termination, furnishing at no cost to the purchaser, the blue prints, drawings and specifications of the spare parts, if and when requested.
- 14.02 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and establishment of letter of credit.
15. **Warranty.**
- 15.01 The supplier warrants that the goods supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in India, i.e. the country of final destination.
- 15.02 The warranty shall remain valid for **2 years** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed, commissioned and taken over by the consignee to the entire satisfaction of the purchaser.
- 15.03 The purchaser/indenter shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.04 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- 15.05 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 15.06 The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced part.

16. **Payment**

16.01 a) Payment for imported goods:

Payment of foreign currency portion shall be made in the currency specified in the contract in the following manner:

i) On shipment:

90% of the contract price shall be paid through irrevocable Letter of Credit established in favour of the foreign supplier through the State Bank of India on a bank in the supplier's country, on submission to bank of document specified in clause 10.03 and further following documents:

- a) Foreign supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with,
- b) Foreign supplier's certificate confirming that the original shipping documents have been dispatched to the port consignee in accordance with the contract and;
- c) any other document specified in the notification of award or the contract.

ii) On final acceptance:

10% of the contract price of goods received shall be paid on receipt of goods on submission of claim supported by the acceptance certificate issued by the consignee/purchaser's representative in the proforma given in section XII and a Performance Guarantee for the like amount valid for the period of guarantee/warranty in the proforma given in section XVI from any scheduled bank as per list given in section XV.

Payment of agency commission:

Payment shall be made by the paying authority in local currency on presentation of claim supported by a certificate from the purchaser declaring that the goods have been delivered and that all other contractual services/obligations excepting warranty obligations have been performed and proof of 100% payment to the foreign supplier.

b) Payment for domestic goods and services:

Payment for domestic goods and services shall be made in Indian rupees in the following manner:

- (i) On dispatch: 90% of the contract price shall be paid through the paying authority specified in the contract form/notification of award on receipt of goods and upon submission of documents specified in clause 10.03 and;
- (ii) On final acceptance:

The remaining 10% of the contract price shall be paid to the Contractor on submission of a claim supported by the acceptance certificate issued by the consignee/purchaser's representative in the proforma given in section XII and a Performance Guarantee for the like amount valid for the period of guarantee/warranty in the proforma given in section XVI from any scheduled bank as per list given in section XV.

c) Payment for incidental services including supervision:

The charges for incidental services including supervision, if provided for separately in the contract, shall be paid in Indian rupees after the said services have been performed to the satisfaction of the purchaser in accordance with the requirements of the contract;

- d)
 - i) where payments are to be effected through letter of credit, the same shall be subject to the regulations of the Reserve Bank of India,
 - ii) The letter of credit will be confirmed at supplier's cost if requested officially by the supplier and
 - iii) If letter of credit is required to be extended/reinstated for reasons not attributed to the purchaser, the charges thereof shall be to the supplier's account.

16.02 The supplier's request for payment shall be made to the Paying authority specified in the notification of award/contract in writing accompanied by an invoice describing, as appropriate the goods delivered and the services performed and by shipping documents, submitted pursuant to clause 10 and upon fulfillment of other obligations stipulated in the contract.

16.03 The paying authority on submission of claim by the supplier shall make payments promptly.

16.04 The currency or currencies in which payment is made to the supplier under the contract shall be specified in the contract subject to following general principle: "payment will be made in the currency or currencies in which the contract price has been stated in the supplier's bid as well as in other currencies in which the supplier had indicated in its bid that it intends to incur expenditures in the Performance of the contract and wishes to be paid."

16.05 No payments will be made without the written authority of the purchaser.

17. **Prices**

17.01 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid.

18. **Change orders**

18.01 The purchaser may at any time, by a written order given to the supplier pursuant to clause 31, 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 supplied under the contract are to be specifically manufactured for the purchaser;
- b) the method of shipment or packing;
- c) the place of delivery or
- e) the services to be provided by the supplier.

18.02 If any such change causes an increase or decrease in the time required for, the supplier's Performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract delivery schedule and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within forty-five (45) days from the date of purchaser's change order.

19. **Contract amendments.**

19.01 Subject to clause 18, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

20. **Assignment**

20.01 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. **Sub-contracts.**

21.01 The supplier shall notify the purchaser in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notifications, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21.02 Sub-contracts must comply with the provisions of clause 03.

21.03 Sub-contract shall be only for bought out items and sub-assemblies.

22. **Delays in the supplier's Performance.**

22.01 Delivery of the goods and Performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the "Schedule of Requirements".

22.02 Any unexcused delay by the supplier in the Performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions:

- forfeiture of its Performance security.
- imposition of liquidated damages and/or
- termination of the contract for default.

22.03 If at any time during the Performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and Performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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 the extension shall be ratified by the parties by amendment of the contract.

23. **Liquidated damages**

23.01 For delays:

Subject to clause 25, of the condition of contract (COC) of the bidding documents if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods or under formed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 (ten) percent of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

23.02 For shortfall in equipment Performance:

Recovery shall be made from the supplier for not meeting the guaranteed performance/productivity of the equipment during actual testing as detailed in 'Technical Specifications', a sum equivalent to one percent of the cost of the equipment/plant for each unit of shortfall in the guaranteed Performance/productivity, where applicable.

24. **Termination for default**

24.01 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- a) if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract or any extension thereof granted

by the purchaser pursuant to clause 22, of the Condition of Contract of the bidding documents.

b) if the supplier fails to perform any other obligation(s) under the contract.

24.02 In the event the purchaser terminates the contract in whole or in part, pursuant to clause 24.01, of the Condition of Contract (COC) of the bidding documents the purchaser may procure, upon such terms and in such manner, as it deems appropriate. Goods similar to those undelivered and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

25 Force Majeure.

25.01 Notwithstanding the provisions of clause 22, 23 & 24, Condition of the Contract furnish along with the bidding document 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.

25.02 For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.03 If a force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions 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 reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for insolvency

26.01 The purchaser may at any time terminate the contract by giving written notice to the supplier without compensation to the supplier, if the supplier becomes a bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Termination for convenience

27.01 The purchaser, may by written notice sent to the supplier, 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 work under the contract is terminated, and the date upon which such termination becomes effective.

27.02 The goods that are complete and ready for shipment within 30(thirty) days after the supplier's receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

(a) to have any portion completed and delivered at the contract terms and prices and/or

- (b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

28. Resolution of disputes

28.01 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

28.02 If, after thirty (30) days from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clause 28.03 of the Condition of Contract (COC) of the bidding documents. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum and/or international arbitration forum.

28.03 The dispute resolution mechanism to be applied pursuant to clause 28.02 Condition of Contract (COC) of the bidding documents shall be as follows:

- (a) In the case of a dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the Judicial Department of Govt. of Assam through the Health & F.W. Department, Govt. of Assam. The views/judgment of the Judicial Department shall be final and binding on the parties to the contract.

- (b) In the case of dispute between the purchaser and a foreign supplier, the dispute shall be settled in accordance with the provisions of sub-clause 'a' above. But if this were not acceptable to the supplier, then the dispute shall be settled in accordance with the provisions of the Arbitration Law of India.

- (c) The Arbitration & Reconciliation Act, 1996 the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

28.04 The venue of arbitration shall be the place from where the contract is issued.

29. Governing Language.

29.01 The contract shall be written in the language of the bid, as specified by the purchaser in the 'Instructions to Bidders'. Subject to clause 30, that English version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

30. Applicable Law

30.01 The contract shall be interpreted in accordance with the Laws of India.

31. Notices

- 31.01 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/cable or fax and confirmed in writing to the address specified for the purpose of in the notification of award/contract.
- 31.02 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes

- 32.01 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.
- 32.02 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted goods to the purchaser. However, sales tax (not surcharge in lieu of sales tax) in respect of the transaction between the purchaser and the supplier shall be payable extra by the purchaser, if so stipulated in the notification of award/contract.

Additional terms and Conditions :

AMC/CMC : The cost of AMC will be added in case of equipments which are less than total unit price of Rs. 20,00,000/- , for equipments whose total unit price is above Rs. 20,00,000/- CMC will be calculated for Ranking/ Evaluation purposes.

The bidders shall provide the backup services of trained technical personnel. The service should be provided directly by tenderer / Indian Agent. Undertaking by the Principal companies that the spares for the equipments shall be available for at least 10 yrs from the date of supply.

SECTION IV: SCHEDULE OF REQUIREMENT

Part-I

Sl No	Brief Description of Goods	Installation site	Schedule of Requirement	Delivery/Installation/Commissioning Period
1	Mould Room Equipment's	Gauhati Medical College Hospital, Guwahati, Assam,	1 (one) each	Maximum 120 days however Bidders may quote earliest delivery/Installation /Commissioning period.
2	TLD (Thermo Luminescence Dosimeter) system with all accessories			

Note:

1. **Bidder should submit a soft copy (in CD/Pen drive) of Technical Bid (only technical specs/details of the goods and services proposed to be supplied under contract) to help in preparation of Comparative Specs. Which should be inserted in the Technical Bid (Original Copy). Any discrepancy between soft and hard copy, the hard copy (printed and signed documents) shall prevail.**
2. All the materials should be well packed to avoid any breakage during transit.
3. The responsibility for providing after sale service would rest on the Principal equipment supplier.
4. The Principal shall be solely responsible for warranty period and CMC/AMC period for maintenance of the equipment even if there is any change in the Indian Agent during the above period.
5. The warranty shall be as per Clause 15 of the Conditions of Contract. But if period as per Technical Specification is more then that will be applicable. This period shall apply to all relevant clauses of bidding documents.
6. **Bidders shall submit their bids in two parts as per clause 18.05 of Section-II – Instruction to Bidders (IFB).**
7. **Bidders shall submit their Performance statement as per Section VI – Qualification Criteria (Performa- A) along with certificate from the users and copy of the orders for the equipment quoted.**
8. **Bid security (EMD) to be furnished in favour of Director Medical Education, Assam, Sixmile, Khanapara, Guwahati-781022. (in case furnished in the form of Bank Guarantee/NSC/KVP).**

PART-II: SCOPE OF INCIDENTAL SERVICES:

- A. Installation, Commissioning, Demonstration, on-site training, Performance Supervision of on-site assembly, Start-up and Turnkey of the supplied Goods. The payment for Turnkey charges will be made in Indian Rupee only as per terms of payment for incidental services as per clause 16.01(c) of Section III, Conditions of Contract (COC) of Bidding Documents.
- B. Furnishing of a detailed Operations and Maintenance Manual for each appropriate unit of the supplied Goods.

PART-III: TERMS OF DELIVERY

C.I.F. (Mumbai / Kolkata / Chennai Airport, India) **(For imported goods if supplied directly from foreign)**: However prices should also be quoted giving breakup of price such as FOB Price and estimated freight & insurance from port of loading to Mumbai/ Kolkata/Chennai Airport. The custom clearance, transportation, insurance etc of the equipments from the port of entry in the country to the site of installation shall be the sole responsibility of the supplier and its agent. These are to shown separately in the price bid.

F.O.R. Destination (Gauhati Medical College Hospital, Guwahati, Assam, India.) **(For Imported goods if supplied from India or the Indigenous goods.)**

Consignee : Principal-Cum-Chief Superintendent,
Gauhati Medical College & Hospital, Guwahati.

SECTION V

TECHNICAL SPECIFICATION

I. MOULD ROOM EQUIPMENT'S SPECIFICATIONS

Please quote latest State-of-the-art equipments <i>(Equipment should be such that it can be upgraded to the latest version at a future date to the latest at that point of time)</i>	
EQUIPMENT	Name of Equipment / Model
3-D Styrofoam / Block & Compensator Cutter	Computer controlled
	Based on CT pixel data
	Milling of Styrofoam
	Milling of alloy directly for compensator
	Possibility of producing IMRT calculated beam modifiers
	Connectivity to treatment planning system/CT scanner
Water bath	With thermostat
Heat gun	2 Nos.
Kavo hanging motor with hand piece & accessories	
Ostalloy	50 Kg (Bismuth-50%, Lead-25%, Cadmium-13%, Tin-12%)
Alloy melting pot	
Block tray cart	
Block tray storage cabinet	
Drill press with drill bit set & tap dispenser	
Immobilization devices	Universal base plate for Head & Neck rests, (base plates should be of high density acrylic/low density carbon fiber) Head & Neck support, Breast boards, Hip Pelvic Board, Vacuum cushion sets. (all items of 3 sets each for Simulator, Cobalt and LINAC)
Consumables Items	Mould sheets: a. Precut for head ----- 100 Sheets b. Precut for head & Neck ----- 200 Sheets c. Precut for Breast ----- 100 Sheets. d. Precut for Hip pelvic 4 clamp --- 100 Sheets e. Precut for Hip pelvic 6 clamp --- 100 Sheets
Essential items	4 Nos of body calipers of standard size. 2 Nos of 360 degree protector. 1 set of fiducial marker for CT simulation (for use in skin), 1 set of gold fiduciary marker.
Validity of Quotation	1 year
Warranty	2 years for complete system & 5 years free service after warranty (For Machinery Equipments)
AMC / CMC for Machineries	5 years after warranty.

Uptime Guaranty	Uptime Guaranty 95%/ Penalty Clause.
Delivery schedule	4 months
Training of staff	Give details of the training for item No. 1
Other information	No. of similar models India / world (enclose list of institutions)
	Catalogue
Financial	(Specify separately)
	Cost
	Insurance & Freight
	Transport
	Installation
	Up-gradation
	Essential spare parts

II. One TLD (Thermo Luminescence Dosimeter) system with all accessories	
TLD System	The system (calibrated) should be an excellent tool for Radiation Oncology department for a variety of application and studies like a) Therapy machine calibration checks. b) Treatment planning accuracy verification using Phantoms. c) Patient specific dosimetry studies in External Radiotherapy, Brachytherapy, patient dose due to diagnostic radiology and research etc
	Micro controller based integral system and works as a P.C.(latest model with colour LCD monitor)controlled TL reader
	Please specify heating rates
	Please specify maximum set temperature
	Heating profile: Linear Time/Temperature profile.(TTP)
	Software features include glow curve acquisition display, filing, printing, processing and with statistical analysis
Standard Accessories	TL Material and Phosphors: TL phosphor in chips, rods, discs, pallets and powder form, Teflon Phosphor (chips, rods, discs) each : 100 nos
	One Annealing digital oven(programmable)
	Two Rando Phantom of ICRP standard (one male and one female)
	One electronic micro balance.
	One week onsite training by the qualified Engineer.
Validity of Quotation	1 year
Warranty	2 years for complete system & 5 years free service after warranty (For main system)
AMC / CMC	5 years after warranty.
Uptime Guaranty	Uptime Guaranty 95%/ Penalty Clause.
Delivery schedule	4 months
Training of staff	Give details of the training for item No. 1
Other information	No. of similar models India / world (enclose list of institutions)
	Catalogue
Financial	(Specify separately)
	Cost
	Insurance & Freight
	Transport
	Installation
	Up-gradation
	Essential spare parts

SECTION VI - QUALIFICATION CRITERIA

(Referred to in Clause 13.03 of ITB)

01. The bidder must be a manufacturer specifically against this bid for the subject goods) and had successfully executed contracts for similar and/or identical goods in the past three years prior to the date of Bid opening. In support of this, the bidder shall furnish Performance statement in the enclosed Proforma 'A'.
02. Bidders, meeting the above requirements except for successful execution of contracts for last three years, may also participate in the bidding process, provided they have valid on-going collaboration agreement with a manufacturer, who in turn, fully meets the criteria specified in clause 01 above and provided also, the bidder furnished an undertaking jointly executed by it and the collaborator for satisfactory designs, manufacture, erection, commissioning and performance of the goods and services offered including all warranty obligations.
 - i. The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The bidder shall also furnish details of Equipment and Quality Control in the enclosed Proforma 'B'.
04. **For the assessment of past record of after sales services, bidders are to submit Special Reports duly signed by the Principal-cum-Chief Superintendent of the concerned Medical College Hospital where these machines are to be installed about the performance/quality of services rendered to the other machines and equipments already supplied to the Medical College Hospitals of Assam.**
05. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
06. *All bidders must submit an undertaking mentioning that they have not supplied similar equipments in price less than the quoted price here to any other Institution/ Organization in India in last 2 years.*

PROFORMA -A
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

IFB No.:

Date of opening:

Time:

Name and address of the bidder:

Name and address of the manufacturer:

Order placed by (full address of Purchaser with phone number)	Order number and date	Description and quantity of ordered goods and services with the warranty period	Value of Order* (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)
				As per contract	Actual		

Signature and seal of the bidder

Note:* Value including all taxes.

PROFORMA 'B'
PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER(S)

IFB No. :

Date of opening :

Time :

Name and address of the bidder :

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - (a) full postal address
 - (b) full address of the premises
 - (c) telegraphic address
 - (d) telex number
 - (e) telephone number
 - f) fax number
 - (g) e-mail address

- 01 Plant and machinery details

- 03 Manufacturing process details
- 04 Monthly (single shift) production Capacity of goods quoted for
 - (a) normal
 - (b) maximum
- 05 Total annual turn-over (value in Rupees)

- 06 Quality control arrangement details
 - (a) for incoming materials and bought-out components
 - (b) for process control
 - (c) for final product evaluation
- 07 Test certificates held
 - (a) Type test
 - (b) BIS/ISO certification
 - (c) Any other

- 08 Details of staff
 - (a) technical
 - (b) skilled
 - (c) unskilled

Signature and seal of the bidder

SECTION VII-BID FORM AND PRICE SCHEDULES

IFB No.

Date

To

The Governor of Assam
Through the Director of Medical Education, Assam,
Sixmile, Khanapara, Guwahati-781022.

Gentlemen,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform all the incidental services within (number) days calculated from the date of your notification of award.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% (Ten) percent of the contract price for the due Performance of the contract.

We agree to abide by this bid for a period of 365 days (specify the date) and it shall remain bidding up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of2012..

Signature

(in the capacity of)

Duly authorised to sign bid for and on behalf of

**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN
LOCATED WITHIN INDIA**

Sl. No.	Item Description	Country of Origin	Quantity	Price per unit						Unit Price Including Ex-cise Duty [a+b+c + d+e+f]	Total Price Including Excise Duty 4x6	Sales and other Taxes Payable, if Contract is awarded
				Ex-factory/ Ex-warehouse/ Ex-show-room/ Off-the shelf (a)	Excise Duty (if any) (b)	Packing and Forwarding ©	Inland Transportation (d)	Insurance and Incidental costs (e)	Incidental Services (including supervision) (f)			
1	2	3	4	5						6	7	8

Total bid price in Rupees:

In words:

Signature of bidder

Place:

Date:

NOTE:

- (i) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (ii) The bidder shall give list of spares for three years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' given in section V.
- (iii) For column 9, break-up of the domestic value added, namely, value of materials, labour and overheads should also be indicated separately as specified in clause 27 of instructions to bidders and also furnish necessary documentation in support of the bidder's claim of being a SSI or a PSU.

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

Sl. No.	Item Description	Country of Origin	Quantity	Price per unit			Unit Price	Total Price 4x6	Indian Agent Name	Indian Agent's Commission as a % of FOB Price Including in the quoted price	Shipment weight and volume	Inland Transportation charge
				Unit Price FOB Port of Loading (a)	Unit Price CIF at Port of entry (b)	Incidental Services (including supervision) ©						
1	2	3	4	5			6	7	8	9	10	11

Total bid price in foreign currency:

In words :

Place:

Date:

Signature of bidder

Name

Business address

NOTE:

- (i) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (ii) The bidder shall give list of spares for three years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' given in section VI.
- (iii) Indian Agent's Commission shall be paid in Indian Rupees only. No change due to exchange variation shall be allowed. Market exchange rate ruling on the date of award in accordance with clause 12.02 of instructions to bidders will be applicable for this purpose.
- (iv) Manufacturer's Authorisation Form in the prescribed proforma given in section XI and also the foreign supplier's original proforma invoice should be enclosed failing which the bid will be treated as non-responsive and rejected.

SECTION-VIII
BID SECURITY (EMD) FORM (BANK GUARANTEE)

Whereas.....[name of bidder] (hereinafter called “the bidder”) has submitted his bid dated(date)for the supply of.....(hereinafter called “the bid”).

KNOW ALL MEN by these presents that we ofhaving registered office at (hereinafter called “the bank”) are bound up to the Governor of Assam(hereinafter call “the purchaser”) in the sum of for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said bank this day of, 2011.
The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - (a) fails or refuses to execute the contract form, if required or;
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to bidders.

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 (Ninety) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

Seal

Date.....

Place.....

Witness.....

.....
(signature, name and address)

SECTION IX-CONTRACT FORM

(To be stamped as an agreement in the court stamp paper valued Rs. 20/-)

This agreement made theday of..... 2012 between the Governor of Assam (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter “the supplier”) of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter “the contract price”).

Now this Agreement witnesses as follows:

01. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

- (a) the Technical Specifications,**
- (b) the Terms and Conditions of the Bidding Document and**
- (c) the purchaser’s Notification of Award**

02. 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 services and to remedy defects therein in conformity in all respects with the provisions of the contract.

03. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and 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. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

SL. No.	Brief description Of goods/services	Quantity to be supplied	Unit price	Delivery terms (FOB/CIF/FOR etc)

Total value:

Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said.....(for the purchaser)
in the presence of

Signed, sealed and delivered by the said(for the supplier)
in the presence of.....

SECTION X – PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
The Governor of Assam

Whereas.....(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No.....dated.....2008 to supply (description of goods and services (hereinafter called “the contract”).

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the date of issue of the ‘Acceptance Certificate’ issued by the purchaser’s representative.

Place and Date

Signature and seal of the guarantor

SECTION XI – MANUFACTURERS’ AUTHORISATION FORM
(Referred to in clause 13.03 of ITB)

To

The Director of Medical Education, Assam,
Sixmile, Khanapara, Guwahati-781022.

Dear Sir,

IFB No.

We, who are established and reputable manufacturers of, having factories atand....., hereby authorize Messrs.(Name and address of agents) to bid, negotiate and conclude the contract with you against IFB No.....for the above goods manufactured by us.

No company or firm or individual other than Messrs.....are authorised to bid, negotiate and conclude the contract in regard to this business against this specific IFB as also for all business in the entire territory of India.

An agency commission of% included in the gross ex-works price is payable to Messrs.

We hereby extend our full guarantee and warranty as per clause 15 of the conditions of contract for the goods offered for supply against this Invitation for Bid by the above firm.

Our other responsibilities include:

(i).....

(ii).....

(here specify in detail manufacturer ‘s responsibilities)

The services to be rendered by Messrs.are as under:

(i).....

(ii).....

(here specify the services to be rendered by the agent).

Yours faithfully,
(name)

For and on behalf of Messrs.....(name of manufacturer)

NOTE: This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.

**SECTION XII – PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER
AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

(Referred to in clause 16 of COC)

No.....

Date.....

To

Messrs.
.....
.....

Subject: Certificate of commissioning of equipment/plant.

01 This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No _____ Date _____
- (b) Description of the equipment(s)/plants _____
- (c) Equipment(s)/ plant(s) nos. _____
- (d) Quantity _____
- (e) Bill Of Loading/Air Way Bill/Railway Receipt/
Goods Consignment Note no..... dated.....
- (f) Name of the vessel/Transporter _____
- (g) Name of the Consignee _____
- (h) Date of commissioning and proving test. _____

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

Sl. No.	Description of Item	Quantity	Amount to be recovered No

04 The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

05 The supplier has fulfilled its contractual obligations satisfactorily ## or The supplier has failed to fulfill its contractual obligations with regard to the following:

- (a) He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specifications’.
- (b) He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the purchaser in respect of the installation of the equipment(s)/plant(s).
- (c) The supplier as specified in the contract has not done training of personnel.
- (d) The extent of delay for each of the activities to be performed by the supplier in terms of the contract is _____

05 The amount of recovery on account of non-supply of accessories and spares is given under para no.02.

06 The amount of recovery on account of failure of the supplier to meet his contractual obligations is.....(here indicate the amount).

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

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

(b) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the purchaser in respect of the installation of the equipment(s)/plant(s).

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

(d) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION XIII- INSPECTION AUTHORITY & SPECIAL TEST DETAILS
(Referred to in clause 08.01 of COC)

Inspection Authority : Director of Medical Education, Assam.

Inspection Officers : Principal-cum-Chief Superintendent of Gauhati Medical College & Hospital,

Place of Inspection :At the place of consignee after receipt and installation of Goods.

Test Details :The Goods shall be test for its conformity to the accepted specification and services specified in the contract and to prove it's guaranteed performance.

SECTION XIV

PROFORMA FOR INDICATING PARTICULARS OF CARGOES FOR WHICH SHIPPING SPACE IS REQUIRED TO BE ARRANGED BY THE SHIPPING COORDINATION AND CHARTERING ORGANISATION OF THE MINISTRY OF SURFACE TRANSPORT (GOVERNMENT OF INDIA)

(Referred to in clause 12.06 of COC)

Sl. No	Name of the Supplier with Postal/Telegraphic address	Name Of the Consignee With Postal/Telegraphic address	Description of Goods	Quantity	Cargo-Availability whether Ship-load or Parcel, if parcel, size of parcels	Period over which Shipment to be completed	Loading Port	Discharge port	Nature of Contract, FOB or CFR or CIF or FOR	Any Special Condition in the Contract relating Ship
1	2	3	4	5	6	7	8	9	10	11

Signature and seal of the supplier

NOTE: This form should be filled in and sent in and sent (in duplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and the Shipping Co-ordination Office (in respect of general liner cargoes), Ministry of Surface Transport, New Delhi, with a copy to the purchaser as soon as possible after the relevant contract is finalised and also 6 (six) weeks before readiness of each cargo for shipment.

SECTION XV – LIST OF SCHEDULED BANKS
(Referred to in clause 15 of ITB and 07 & 16 of COC)

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State of Saurashtra
7. State Bank of Travancore

NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Punjab & Sind Bank
13. Oriental Bank of Commerce
14. Punjab National Bank
15. Punjab & Sind Bank
16. Syndicate Bank
17. UCO Bank
18. Union Bank of India
19. United Bank of India
20. Vijaya bank

SCHEDULED PRIVATE SECTOR BANKS

1. Bank of Punjab Ltd.

2. The Bank of Rajasthan Ltd.
3. Banaras State Bank
4. Bharat Overseas Bank
5. Catholic Syrian Bank
6. Centurion Bank
7. City Union Bank
8. Development Credit Bank
8. Dhanalakshmi Bank
9. Federal Bank
10. Ganesh Bank of Kurundwad
11. HDFC Bank
12. ICICI Bank
13. IDBI Bank
14. Indus Ind Bank
15. Jammu & Kashmir Bank
16. Karnataka Bank
17. Karur Vvsya Bank
18. Lakshmi Vilas Bank
19. Lord Krishna Bank
20. Nainital Bank
21. Ratnakar Bank
22. Sangli Bank
23. SBI Commercial & International Bank
24. South Indian Bank
25. Tamilnad Mercantile Bank
26. United Western Bank
27. UTI Bank

SCHEDULED FOREIGN BANK

1. ABN Amro Bank
2. Abu Dhabi Commercial Bank
3. American Express Bank
4. Antwerp Diamond Bank NV
5. Arab Bangladesh Bank
6. Bank International Indonesia

7. Bank of America N.A
8. Bank of Bahrain & Kuwait
9. Bank of Ceylon
10. Bank of Nova Scotia
11. Bank of Tokyo-Mitsubishi Ltd.
12. Barclays Bank
13. BNP Paribas
14. China Trust commercial Bank
15. Cho Hung Bank
16. CITI Bank
17. Credit Agricole Indosuez
18. Credit Lyonnais
19. Deutsche Bank A.G.
20. Mizuho Corporate Bank Ltd.
21. Hongkong Bank
22. ING Bank
23. Krung Thai Bank Public Company Ltd.
24. Mashreq Bank
25. Oman International Bank S.A.O.G.
26. Oversea Chinese Banking Corp.
27. UFJ Bank
28. Societe Generale
29. Sonali Bank
30. Standard Chartered Bank
31. State Bank of Mauritius
32. Sumitomo Mitsui Banking Corporation

NOTE:

- 1. The bank guarantee and extension letter, if any, shall be furnished on a non- judicial stamp paper from any of the above banks mentioned above, failing which the bid will be treated as non-responsive and rejected.**
- 2. The list of banks is subject to change as and when Reserve Bank of India notifies any change in the list.**

SECTION -XVI
PROFORMANCE BOND (BANK GUARANTEE)
(Referred to in clause 16 of COC)

In consideration for the Governor of Assam, acting through Director of Medical Education, Assam (hereinafter called the purchaser) having agreed to release the 100% payment of basic price of the machine/equipment under the terms and condition of a concluded contract No..... dated..... (hereinafter called ‘the goods and services’) to Messrs..... (hereinafter called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due Performance of the said contract.

We..... (hereinafter called ‘the bank’) at the request of the supplier do, as a primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claim is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in the said contract or by reason of the supplier’s failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding;

- (a) any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or;
- (b) the invalidity, irregularity or enforceability of the contract or;
- (c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the Performance of the said contract and that it shall continue to be enforceable till all the

dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the **Director of Medical Education, Assam/ Health & F.W. Department, Govt. of Assam** certifies that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and Performance in full of all

the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or Performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation, or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank further agree with the purchaser that the purchaser shall have fullest liberty without our consent, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of Performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing. The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the Bank

Place:
Date :