



# Dr. B. Borooah Cancer Institute

(Regional Institute for Cancer Treatment & Research)

**Guwahati-781016**

No. BBCI / Misc-27/ RPP-IV/ NIT / 3344 / 2012

Date : 28.02.2012

## **NOTICE INVITING TENDERS**

Dr. B. Borooah Cancer Institute, Gopinath Nagar, Guwahati-16, invites sealed tender affixing court fee stamp worth Rs.8.25/- (Rupees eight and paise twenty five only) for supply, transport to site, installation and commissioning of **CT Simulator Machine** from reputed and financially sound supplier / manufacturer/ dealer / firm/ company etc. as per terms and conditions as indicated below:-

### **Important Dates**

**Last date & time of submission of sealed tenders** : 23.03.2012 (Friday) upto 2:00 PM  
**Opening of sealed tenders** : 23.03.2012 (Friday) at 3:00 PM  
**Date of Technical Assessment Committee meeting** : 09.04.2012 (Monday) at 11:00 AM

- [1] The tender shall consist of 3 parts, namely **Part-I, Part-II and Part-III**, in separate sealed cover. **Part-I** of the tender shall be the Earnest Money Deposit (EMD); **Part-II** shall cover **technical**; and **Part-III** the **commercial** aspects of the bid. **Part-I, Part-II and Part-III** offers shall be submitted in one sealed cover and this will be received upto **2:00 PM of 23.03.2012 (Friday)** and will be opened on the same day at **3:00 PM**. **The court fee stamp of Rs.8.25/- should be affixed in the Part-II (Technical Bid) of the tender.**

The tender will not be accepted after due date and time.

The tenderer or his representative may remain present at the time of opening provided they bring with them letters of authority from the corresponding tenderers.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- [2] Complete information should be given indicating among other things, facilities required for installation such as electric power supply, ventilation, ducting, minimum area required for housing the unit along with its control panel and optimum climatic condition for operating the system etc. Taking safety features into consideration they should also propose the detailed layout of the equipment.
- [3] The rate should be quoted as per the technical specifications to be offered by the vendor against the equipments to be quoted to perform the experiments enclosed herewith as **Schedule-‘A’**. The model, make & year of introduction with technical specifications may also be indicated. The tenderer if so desired may quote for more than one model / make.

**The details of the price of the equipment should be quoted in Part-III of the tender in the following manner:-**

- (a) Basic price with 5 (five) years comprehensive warranty,
- (b) Other charges such as freight, insurance, installation, charges on road permit, transportation upto site of installation, bank charges and any other charges whatsoever it may be;
- (c) Excise Duty, Customs Duty/ Octroi (*if applicable*)(*should be shown separately*)
- (d) Road permit tax or any other entry tax (*if applicable*) (-do-)
- (e) State / Central Sales Tax / or VAT (*as may be applicable*) (-do-)
- (f) Comprehensive & non-comprehensive AMC charges for the period from 6<sup>th</sup> to 10<sup>th</sup> year (i.e. beyond warranty period). All the items including consumables for functioning the equipment needs to be included in the CMC and no exclusion criteria will be accepted. The batteries of the UPS will be included in the CMC charges.

**Note :**

- If any tenderer quotes their commercial offer in any foreign currency other than Indian Rupee, the same will be converted into Indian Rupees for comparison taking the prevailing exchange rate on the date of opening of commercial offer.
- No payments towards customs duty will be done for parts shipped in warranty and CMC period.

- [4] Customs Duty Exemption Certificate on payment of customs duty, as may be admissible, will be provided in case of necessity.
- [5] **Earnest Money Deposit of Rs.30,000/- (Rupees thirty thousand only)** must be submitted in form of Bank Draft (Nationalized Bank) in favour of “**Dr. B. Borooah Cancer Institute, Guwahati-16**” as ‘**Part-I**’ of the tender.
- [6] The Earnest Money Deposit will be returned to the tenderer by A/c payee cheque if the tender is not accepted. In case the tender is accepted, EMD will be retained till the execution of the contract. No interest will be paid on EMD by this Institute.
- [7] Up-to-date valid Sales Tax Clearance certificate etc. from the appropriate authority should accompany the tender.
- [8] Successful tenderer will have to enter into a contract for supply, transportation, installation & commissioning of the equipment to the hospital as per the direction of the Institute in the prescribed format attached to this tender document ‘**Schedule-B**’.
- [9] Bank guarantee being 10% of the total value of work towards satisfactory performance and services during the warranty period of the items will have to be submitted by the successful tenderer in the prescribed format ‘**Schedule-C**’ within 30 (thirty) days from the date of issue of notification of award by the purchaser after signing of the contract by all the parties to the agreement. The bank guarantee shall remain valid 60 days beyond the warranty period of the equipment.

In the case of Bank Guarantee furnished from banks outside India (i.e. Foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee.

The successful tenderer shall also submit performance bank guarantee @ 2.5% of the equipment value (as per contract) during the post-warranty Comprehensive Annual Maintenance Contract in the prescribed format ‘**Schedule-D**’.

[10] **Payment terms will be as follows:**

- (a) Payment for Indian origin items or foreign origin located within India will be made only on receipt of final Job Completion Report of the supply, installation & commissioning of the equipment from the Inspection Committee to be constituted by the Purchaser. In this connection, the supplier will submit bill for payment after satisfactory supply, installation & commissioning of the equipment.

- (b) Payment for imported items will be made through Letter of Credit. 80% of the total LC amount will be released to the Supplier against delivery of the equipment and balance 20% will be released on receipt of final Job Completion Report from the Inspection Committee to be constituted by the Purchaser after satisfactory installation and commissioning of the equipment.
- (c) Payment of Indian Agency commission, if any, will be made to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of opening of commercial bid) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

- [11] **The warranty** of the equipment / machinery including local items (and battery replacements for UPS) should be for a **minimum period of five (5) years** from the date of installation / commissioning. During the period of warranty of the equipment/ instrument with accessories to be supplied, the tenderer shall provide free maintenance services and replacement if required free of cost. Any new application software up-gradation will be provided free of cost and without any extra charges during the warranty period.

The **details of year-wise Annual Maintenance Contract (both comprehensive and non-comprehensive) upto 10<sup>th</sup> year (i.e. 6<sup>th</sup> - 10<sup>th</sup> year)** beyond expiry of the five year warranty period of the equipment / instrument should be quoted separately. All the items including consumables for functioning the equipment needs to be included in the CMC and no exclusion criteria will be accepted. The batteries of the UPS will be included in the CMC charges.

All software updates should be provided free of cost during CMC period. The proforma for Annual Comprehensive Maintenance Contract will be as per 'Schedule-E'.

The successful tenderer must support 15 years life span of the supplied machine along with software, spare parts and supplied accessories.

- [12] Various up-gradation modules available and price must be quoted separately.
- [13] Good after sales service facilities should be available for maintenance / repair of the equipment.
- [14] The tender document may be obtained during the office hours from the office of the undersigned on payment of **Rs.2,000/-** (Rupees two thousand only) (non-refundable) **either in cash or by A/c payee Demand Draft or banker's cheque** drawn in favour of '**Dr. B. Borooah Cancer Institute, Guwahati-16**'. **Photocopy of the document in support of the payment of the tender fee is to be submitted alongwith the Part-I of the tender invariably.**

The detail tender documents can also be downloaded from our website **www.bbcionline.org** (*see bulletin → tender..*). The tender document downloaded from the website will be accepted only on furnishing of non-refundable tender fee in the form of crossed Demand Draft / Banker's Cheque of **Rs.2,000/-** (Rupees two thousand only) separately drawn on any nationalized bank in favour of 'Dr. B. Borooah Cancer Institute, Guwahati.' In this case, the tender fee shall be submitted along with the EMD in the Part-I of the tender. However, the tender cost should not be mingled with EMD. If the tender document is downloaded from our website, while furnishing the tender, it should be superscribed legibly on the left corner of the sealed cover as "**TENDER COPY IS DOWNLOADED FROM BBCI WEBSITE**".

- [15] All pages of the Tender should be page numbered and indexed.
- [16] The tender is to be duly signed on all the pages as a token of having accepted all the terms and conditions (no thumb impression is to be affixed).

[17] The tender documents are non-transferable.

[18] Process of opening / screening / selection of tender:

(a) In the first instance, the **Part-I** of the tender i.e. EMD (Earnest Money Deposit) will be opened by the Tender Opening Committee. **The offers without EMD (part-I) of the tender will not be considered for further process of evaluation.**

(b) Thereafter, the valid **Technical Bids (Part-II)** of the tenderer will be opened. The valid technical offers will be evaluated by a **Technical Assessment Committee** of the Institute on **09.04.2012 (Monday) at 11:00 AM in the Committee Room** (1<sup>st</sup> Floor, Administrative Block, Dr B Borooah Cancer Institute, Guwahati).

**Representative/s of the valid tenderers should be present during the course of technical assessment by the Technical Assessment Committee on 09.04.2012 (Monday) for technical clarification, if any. The TAC will recommend the technically short-listed vendors for further consideration.**

(c) The commercial offers of the technically shortlisted vendors/equipments will only be considered for price comparison / ranking purpose.

(d) **The date and time of opening of the commercial bids of the technically short-listed tenders will be intimated.** Representatives of respective vendors / companies may remain present at the time of opening of the commercial bid, when intimated.

[19] The equipment to be supplied should be of best quality of reputed manufacturer, i.e. to provide all latest and state of the art Equipment.

[20] The tenderer should submit their **credentials along with Part-II (Technical Bid)** of the tender consisting of the following:-

- i. Court fee stamp of Rs.8.25p (to be affixed)
- ii. Particulars of the participating firm / vendor / company (tenderer) in the prescribed format '**Schedule-F**'.
- iii. Certificate of previous experience of similar job with list of institution / Govt. Department / Agency where supplied.
- iv. Certificate of dealership etc. from the appropriate manufacturer in case the tenderer is a dealer.
- v. Certificate in regard to license of manufacturing in case of manufacturer.
- vi. Certificate in regard to registration of firms along with trade license.
- vii. Certificate of quality control if any in respect of equipment to be supplied.
- viii. An affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs.10/- that the tenderer (company / firm) is not supplying the same item at lower rates quoted in this tender to any government / private organization or any other institution during past one year.
- ix. An affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs.10/- that there is no vigilance / CBI case pending against the firm / supplier.
- x. Performance Statement (for last 3 years) as per **Schedule-G** along with relevant copies of orders and end users' satisfaction certificate.
- xi. Detail technical specifications of the instruments / equipments with make and model to perform the experiments.
- xii. Photocopy of the document in support of payment of the tender fee.

The brochure / leaflets / catalogue in respect of the equipment as and where applicable may also be enclosed.

- [21] The tenderers quoting as authorized representative of the manufacturer shall have three years of experience in the related field and should obtain documents from principals / manufacturer fulfilling the requirements in taking full responsibility of technical support, service and organizational support in the prescribed format 'Schedule-H'.
- [22] The sealed tender is to be dropped in the tender box as will be kept in the office of the undersigned within the period and time as mentioned above. However, outstation tenderer may submit tender/s by speed post/courier service/registered post to be received by the undersigned on or before the date of closing time of tender. The undersigned will not be responsible for any postal delay in receipt of the tender in due date and time. The tender if sent by post or by courier, but not received by the undersigned within the stipulated date and time will not be accepted.
- [23] The rate if accepted will remain valid for 1(one) year from the date of acceptance and there will no change under any circumstances during the period.
- [24] The rate should be quoted both in figure and in words.
- [25] The successful tenderer shall have to supply the intended equipment to this Institute at his own risk and responsibility and in good condition in all respects.
- [26] Incomplete tender not in conformity with the terms and conditions as in this tender notice will be rejected outright.
- [27] The undersigned reserves the right either to accept or to reject any or all the tenders without assigning any reason thereof and is not bound to accept the lowest tender.
- [28] Decision of the Technical Assessment Committee / Purchase Committee / Finance Committee or the Management Council of the Institute shall be final and binding in all cases.



**Director**

Dr B Borooah Cancer Institute  
Guwahati-781016

## SCHEDULE – ‘A’

Technical specifications  
of

### **HIGH-END ULTRASOUND MACHINE**

#### **Detained specifications for Ultrasound Machine for Radiodiagnosis**

The equipment must be capable of operating in B, M, Doppler, CDI, Power Doppler, CW – Doppler, directional power angio .contrast imaging , real time 3-D(4-D) modes. It must support transducers with linear, sector and convex formats. . Further, it must include a full array of measurement and calculation packages. The specific minimum requirements for this equipment are as follow.

#### **1. User Interface & Ergonomics**

- 1.1. The premium system must be physically small – height no more than 1410mm, width of no more than 585mm, and a depth of no more than 830mm.
- 1.2. The keyboard and monitor shall allow for “float” to minimize repetitive stress issues with users. The float shall consist of adjustable motor driven height, adjustable rotation and adjustable extension from the main console.
- 1.3. The system shall support backlight keys or provide an integrated light for ease of use in darkened work areas. The backlighting shall be tri-state to further simplify ease of use and indicate function selected.
- 1.4. The system should include at least a **19" LCD monitor** with atleast 1280x1024 resolution to allow for both excellent image viewing as well as providing for workflow and productivity features.
- 1.5. The monitor shall tilt +20°/-90° and rotate +/- 90° independent of console to provide maximum usability.
- 1.6. The LCD monitor shall be mounted on an articulating arm that moves side-to-side by at least 350 mm, forward and backward.
- 1.7. The unit shall have an integrated gel warmer for the comfort of the patient.
- 1.8. The system shall include a touch-screen LCD with context sensitive menus to facilitate productivity as well as minimize training requirements.
- 1.9. The touch screen LCD should be at least 10” for ease of use.
- 1.10. The system shall have at least four active probe ports in a convenient, easy to access location to maximize the availability of needed probes with electronic switching facility from key board without probe adaptor removal.
- 1.11. It should be fully digital technology with digital beam former and should have high number of digitally processed channels. Technical data sheet should be enclosed in technical bid to support the no. of digitally processed channels on the system.

## 2. Productivity

- 2.1. The system shall offer an extended field-of-view imaging that operates by sweeping a transducer over the anatomy of interest. This mode shall build the extended field-of-view in a real-time manner, showing the image as it builds.
- 2.2. System shall have image management features that store images by patient and include the ability to review images from different exam dates.
- 2.3. System shall support the ability to store digital raw data that allows to optimize imaging parameters such as B Gain, TGC, Color Gain, Dynamic Range, Speckle Reduction levels, Doppler Gain, Doppler Base Line on image recalled from the image archive.
- 2.4. System shall allow for live image and archive images side-by-side or quad display on a single monitor. This display shall allow any type of image – B-Mode, Color, or power Doppler on either side.
- 2.5. The system shall display thumbnails on a clipboard while scanning to facilitate exams.

## 3. Workflow

- 3.1. The system shall implement a feature, which enables to help streamlining the workflow. In particular the system should automatically invoke the correct mode and imaging parameter and advance to the next step within the examination with a one-bottom operation.
- 3.2. The system shall have build in protocols for applications such as abdominal, thyroid, vascular and urology and OB/GYN, but should allow flexibility so that operator or department specific protocols can be set up.
- 3.3. In particular automation should include
  - Automatic insertion of comments
  - Automatic set up of imaging controls and modes
  - Automatic steering in Color and Pulsed Wave Doppler
  - Initiation auto-completion of required measurements
  - Intuitive advancement to the next step in an exam
  - Automatic preset selection by transducer, user and exam type
  - Automatic Program selection based on the DICOM Worklist Exam Description
- 3.4. The system shall incorporate enough flexibility so that the program can easily be paused and resumed

#### **4. FUSION & GPS:**

- 4.1. The system shall provide a Volume Navigation Tool, which **allows fusing real time ultrasound images with images acquired from other imaging modalities such as e.g. CT and MR.**
- 4.2. DICOM Datasets from those modalities can either be retrieved via the DICOM Q/R function or via DICOM Media (e.g. USB Devices).
- 4.3. Registration of those datasets and the real time ultrasound images is achieved by using anatomical landmarks
- 4.4. The registration is done either by plane registration or by marking multiple points within the volume.
- 4.5. Tracking of the ultrasound transducers movement in space is done via a magnetic sensor system.
- 4.6. The tracking system shall incorporate two magnetic sensors in order to increase registration accuracy.
- 4.7. Potential magnetic distortion is indicated on the systems monitor
- 4.8. Image Fusion should be possible at a minimum with following transducers
- 4.9. The system shall be capable of operate in B Mode & Color Flow Mode while performing a fusion.
- 4.10. The system should be capable of displaying biopsy lines (for all Transducers) while performing a fusion.
- 4.11. The system shall be capable of providing a “GPS” alike functionality. This allows the operator to mark a specific point of interest within the image (e.g. Liver lesion). While moving the transducer, the system indicates position and distance relative to the marked target..

#### **5. Raw Data Processing.**

- 5.1. The system shall allow for post-storage image manipulation to provide maximum image flexibility, review and productivity. It shall include, at a minimum the ability to change the:
  - Overall B-Mode gain, dynamic range and gray scale maps.
  - Overall Doppler gain, base line shift, sweep speed and inverted spectral waveform.
  - 3D reconstruction from a stored 2D CINE-loop.
  - Anatomical M-Mode
- 5.2. The system shall provide a display zoom function on frozen images.



## 6. Scanning Parameters

- 6.1. The system shall include a digital beam former with the ability to transmit, receive and process acoustic data from 1000 individual transducer elements with a single acoustic firing sequence.
- 6.2. The system shall possess the ability to control speckle through the use of a speckle reduction (**SRI**) algorithm that enhances borders, reduces speckle artifact and improves detail and contract resolution in gray scale with compatibility in Color mode, 3D and side-by-side display. This feature shall have operator selectable settings and be capable of displaying in side-by-side mode with non-speckle reduced image.
- 6.3. The system shall provide the ability to scan in the compound imaging mode with up to 9 lines on all linear, convex probes and endocavity probes.
- 6.4. The system shall provide scan depths from a minimum of 2 cm to a maximum of at least 30 cm.
- 6.5. Operating modes that should be available :
  - B/M, B/Doppler
  - B/CF
  - B/Power Doppler
  - **Contrast imaging**
  - **Real time 3D (4-D imaging). The system should offer a very high frame rate upto 500 frames per second. The system shall be able to perform mechanical 4 D acusions at 30 volume per second and electronic live volume imaging upto 90 volumes per second . Please specify.**
  - **Elastography imaging (strain based and shear wave)**
  - **Multislice /I slice/TUI imaging should be there**
  - **Intima media thickness measurement and report should be available for calculation of maximum IMT & mean IMT .**

## 7. B-Mode/ M-Mode Imaging

- 7.1. The system shall provide the capability for coded tissue harmonic imaging on all offered transducers.
- 7.2. The system shall provide user selectable levels of frame averaging or persistence for noise reduction.
- 7.3. The system shall provide user control over the displayed dynamic range.
- 7.4. The system shall provide selectable levels of edge enhancement.
- 7.5. The system shall provide the user with user-selectable gray scale maps and the ability to program and save user programmable maps.
- 7.6. The system shall have an “anatomical” M-Mode – allowing the M-Mode cursor to be adjustable in any plane and allow for accurate measurements. The M-mode shall be available from a CINE loop or live image.

## **8. Color flow/Power Doppler**

- 8.1. Color flow/Power Doppler shall be available for all probes.
- 8.2. The system shall provide a user controlled mechanism to easily control the size and position of the color flow/power Doppler Region of Interest (ROI) including independent control of it's height and width.
- 8.3. The system shall support a large range of velocity scales that can be easily adjusted by the user.
- 8.4. The system shall support selectable wall filters.
- 8.5. The system shall provide selectable levels of frame averaging or persistence for color flow and power Doppler.
- 8.6. The system shall provide a variety of user selectable display maps including, as a minimum, transparent and opaque maps, power maps, variance maps, and topographic maps.
- 8.7. The system shall provide the user with a high frame rate/resolution control (line density) that varies the acoustic beam density.
- 8.8. The system shall provide a user selectable control to vary the color flow/power Doppler frequency.
- 8.9. The system shall provide a real-time triplex mode (B + PW/CFM/PW).

## **9. Spectral Doppler (PW)**

- 9.1. Doppler mode shall be available on all probes.
- 9.2. The Doppler cursor shall be user-steerable with linear transducers.
- 9.3. The system shall provide the user with control to either have Doppler with real time B-Mode, Doppler with periodic B-Mode update or Doppler with frozen B-Mode scanning.
- 9.4. The system shall provide stereo audio of the Doppler spectral signal.
- 9.5. The system shall provide the user with control during timeline replay to review the spectrum only (i.e., frozen B-Mode) or with the spectrum and B-Mode together and synchronized.
- 9.6. The system shall provide the user with the ability to add a spectral peak and spectral mean trace onto the spectrum in both real time or after freezing the image.

## **10. Measurements and Calculations**

- 10.1. The system shall provide digital calipers for at least the following measurements:
  - Depth & Distance
  - Circumference /Area
  - Volume
  - Velocity
- 10.2. All measurements should be possible on frozen images as well as on images recalled from the image archive.
- 10.3. The system shall provide a comprehensive set of obstetrical and gynecologic calculations and vascular calculations with summary reports.

## 11. Image Archive and Networking

- 11.1. The device should store images onto an integrated CD/DVD-R Multiridrive and a USB port storage device.
- 11.2. The system shall include at least 150 GB bytes of dedicated hard drive for large local storage capacity .
- 11.3. The system shall include 348 Mbytes of memory for CINE storage.
- 11.4. The system shall provide the ability to sort images stored on board based on either patient name or exam date.
- 11.5. The device should store images in DICOM, JPG, WMV and AVI formats for maximum flexibility.

## 12. DICOM Connectivity

- 12.1. The system shall support as an option for DICOM service classes:
- 12.2. The ability to retrieve DICOM Images from other Imaging Modalities than Ultrasound

## 13. Transducers

- Convex, Operating Frequency: 1 - 5 MHz
- Linear Probe, Operating Frequency: 5 – 17 MHz
- Matrix Array Linear Probe, Operating Frequency:6- 15 MHz
- Endovaginal & endorectal Probes , Operating Frequency:5-9MHz

## ADDITIONAL FEATURES

- One Patient Couch
- One Revolving Chair for Doctor (to be used during ultrasonography procedure)
- One Ultrasound stand / trolley (*in case it is not included in the basic offer*)
- Multislice imaging should be there.
- Technologies like Xres ,SRI (Speckle Reduction Imaging) can be offered.
- On line UPS off suitable KVA with inbuilt battery for the whole system with atleast 30 min. back up time .
- Black & white thermal printer for ultrasound of latest model and of standard make.
- One A/C of 1.5 ton capacity with suitable voltage stabilizer of standard make to be supplied .

**Any other matter which is necessary for proper treatment planning of the patients but has been overlooked here should also be complied with.**

**SCHEDULE – ‘B’**

**FORMAT OF CONTRACT AGREEMENT TO BE SIGNED BETWEEN DR B BOROOAH  
CANCER INSTITUTE AND THE SELECTED VENDOR FOR SUPPLY, INSTALLATION  
AND COMMISSIONING OF EQUIPMENTS**

**A G R E E M E N T**

This agreement made on the ...(DATE)..... day of .....(MONTH).....Two Thousand ...(YEAR)..... between the **Director, Dr. B. Borooah Cancer Institute, Gopinath Nagar, Guwahati-781016** (hereinafter called the BBCI include the successor in office and assigned) of **THE FIRST PART** and M/s .....(**complete address of the supplier**) (hereinafter called the .....(**vendor name**))..... include the successors in office and assigned) of the **SECOND PART**;

2. Whereas M/s .....(**vendor**)..... submitted a tender No. ....  
**dtd.....** for supply of .....(**selected item name with make & model**)..... in pursuance of the tender notice issued by the First Party vide No.....(**purchaser’s tender notice no. & date**).....
3. Whereas M/s .....(**vendor**)..... is selected by the BBCI Authority for supply & installation of the said equipment as mentioned in clause No.2 as per technical specifications incorporated to this Agreement as **Annexure-2.**
4. Whereas M/s .....(**vendor**)..... has been authorized to represent M/s .....(**name of principal in case selected vendor is a authorized dealer / agency**)..... vide letter No..... dt..... attached in the technical part of their tender [**Annexure-3**] is the part of this Agreement.
5. Whereas M/s .....(**vendor**)..... on behalf of its principal M/s ..... (**Principal**)..... has agreed to honour all the conditions stated in the tender referred under clause (2) above and also the terms & conditions as laid down in **Annex-1 (Terms & conditions).**
6. And whereas, M/s ....(**principal**)..... has relinquished its claim on the tender conditions under Clause (2) above by authorizing M/s .....(**selected vendor**).....
7. Now, the agreement witnesses the following:-

(A) **SUPPLY, TRANSPORT :**

M/s .....(**vendor**)..... will supply .....(**name of selected equipment with make & model**)..... within ..... **weeks / months (as per conditions quoted by tenderer)** from the date of receipt of the formal supply order with the product configuration as mentioned at **Annexure – 2** and will abide by all the terms and conditions as laid down here-in-under and in the Notice Inviting Tenders as aforementioned.

**(B) TRANSPORT TO THE SITE :**

The equipment shall be transported to the site of BBCI by **M/s .....(vendor).....**  
The Customs Clearance and payment of all other charges whatsoever will be the responsibility of the **M/s .....(vendor).....**, the Second Party.

**(C) INSTALLATION:**

The installation and commissioning of the **above equipment** should be undertaken by **M/s ... (vendor)....** within 3 (three) months of the arrival of the of the equipment or handing over the site for installation.

**(D) COMMISSIONING :**

The **above equipment** will be commissioned and handed over to BBCI by **M/s .....(vendor).....** for hospital / clinical use. All the requirements for hospital use of the equipment shall be fulfilled by **M/s .....(vendor).....**

**(E) ACCEPTANCE TEST :**

- (i) Whereas the equipment is to be installed at the site and the acceptance test shall be performed by **M/s .....(vendor).....** in presence of BBCI's official/ expert whoever may be.
- (ii) The acceptance Test shall be performed and shall be minuted by **M/s .....(vendor).....** A signed copy of the said minute shall be submitted to BBCI. Possible short coming / deviation in the equipment as compared to the specifications and / or to the acceptance test set out shall immediately be rectified by **M/s .....(vendor).....** at its own cost and risk.
- (iii) Upon the Acceptance test having been successfully performed to prove compliance of the equipment / unit with the Agreement, the certificate of acceptance shall be prepared and signed by **M/s .....(vendor).....** and **countersigned by BBCI** shall form evidence of acceptance of the equipment under this Agreement.

**(F) USAGE :**

- (i) The BBCI undertakes not to use the equipment or cause or allow the equipment to be used prior to the issuing of a certificate of acceptance.
- (ii) The equipment delivered and installed under this Agreement is to be operated and used at the site only. **M/s .....(vendor).....** is responsible for handing over the equipment for hospital use of BBCI.
- (iii) All mandatory requirements for making equipment fit for hospital use are the responsibility of **M/s .....(vendor).....**
- (iv) BBCI will operate the equipment through competent personnel adequately to be trained by **M/s .....(vendor).....** for use of the equipment.

**(G) WARRANTIES :**

- (i) Five (5) years comprehensive warranty from the date of handing over of the equipment / machinery including local items (and battery for UPS) after possessing the acceptance test and in working condition for hospital use to BCCI shall be provided by **M/s .....(vendor).....**
- (ii) During the warranty period **M/s .....(vendor).....** will provide maintenance service and any spare parts will be replaced free of charge.
- (iii) Any new application software up-gradation will be provided free of cost and without any extra charges during the warranty period.
- (iv) **M/s .....(vendor)...** or its authority shall during the warranty period render free services in order to make the equipment functioning uninterruptedly.
- (v) In order to enable to avail itself of its rights under this warranty, BCCI shall immediately intimate **M/s .....(vendor).....** in writing of any defects. BCCI shall further give **M/s .....(vendor)....** every opportunity of inspecting and remedying such defects.
- (vi) 95% up-time guarantee subject to normal working hours / national holidays and week-ends will be provided by **M/s .....(vendor).....**. If such up-time is not achieved, warranty will be extended by the same amount of time. In case down-time exceeds 10 days, penalty will be paid for the equipment to Dr. B. Borooah Cancer Institute by the **vendor (M/s.....)** at the following rates.

- Rs. 25000/- per day for equipment value above Rs.200.00 lakhs
- Rs. 20000/- per day for equipment value above Rs.100.00 lakhs upto Rs.200.00 lakhs
- Rs. 15000/- per day for equipment value above Rs.75.00 lakhs upto Rs.100.00 lakhs
- Rs. 10000/- per day for equipment value above Rs.50.00 lakhs upto Rs.75.00 lakhs
- Rs. 5000/- per day for equipment value above Rs.20.00 lakhs upto Rs.50.00 lakhs
- Rs. 2000/- per day for equipment value above Rs. 10.00 Lakhs upto Rs.20.00 lakhs
- Rs. 1000/- per day for equipment value above Rs.5.00 lakhs upto Rs.10.00 lakhs
- Rs. 500/- per day for equipment value above Rs. 1.00 lakh upto Rs. 5.00 lakhs

This penalty will also applicable during the CMC period beyond warranty period.

**(vii) Comprehensive / Non-comprehensive Annual Maintenance Contract:**

On expiry of the five year's warranty period, **M/s .....(vendor).....** will provide **Annual maintenance contract** for the equipment and the UPS including batteries from 6<sup>th</sup> year to 10<sup>th</sup> year either **comprehensive or non-comprehensive**, which will be opted by the **First Party**, at the following frozen rates.

<b>Year</b>	<b>AMC charges (Rs.)</b>	<b>CMC charges (Rs.)</b>
6 <sup>th</sup> year	as per rates offered by the selected vendor	as per rates offered by the selected vendor
7 <sup>th</sup> year		
8 <sup>th</sup> year		
9 <sup>th</sup> year		
10 <sup>th</sup> year		

The proforma for Annual Maintenance Contract will be as per **Annexure-4** attached to this agreement.

The AMC agreement shall include minimum of 4 preventive maintenance visits and any number of breakdown calls per year. The Service Engineer of the second party will attend all breakdown calls within 24 hours after receipt of intimation from the first party. Repairs of any required will be carried out within 72 hours by the second party.

During the period of comprehensive maintenance contract, the spare parts to be required will be supplied by **M/s.....(selected vendor).....** free of cost. However under Non-comprehensive Maintenance contract, spare parts will be charged extra.

All software updates should be provided by the second party free of cost during the CMC period.

The supplier (the second party) guarantee towards supply of spare parts of the **equipment** for a period of 15 years.

**M/s.....(selected vendor).....** will depute factory-trained Engineer in Guwahati for good after sale service of the equipment.

- (viii) **M/s.....(selected vendor).....** will support 15 years life span of the supplied machine along with software, spare parts and supplied accessories.

**(H) PRODUCT LIABILITY:**

The equipment will be handed over to BBCI for surgical use. Upto the date of handing over the equipment, the insurance and other charges is the responsibility of **M/s.....(selected vendor).....**

**(I) VISIT AT SITE :**

**M/s.....(selected vendor).....** or its authorized persons shall be entitled at their own cost and risk, to visit and to inspect the equipment or any part thereof, as the case may be at the site. No charges shall be levied from BBCI in connection with such visits / inspections.

**(J) TRAINING :**

For use of the above equipment comprehensive training will be imparted to the users of the Institute at BBCI till familiarity with the CT Simulator system by application specialist from **M/s.....(selected vendor).....** to the full satisfaction of the user Department. The training period should be at least for four weeks or more.

**M/s.....(selected vendor).....** will also provide training in a well-advanced centre for two Radiation Oncologists, Two Medical Physicists and two Radiotherapy Technicians for two weeks.

The entire cost involved in the above training will be borne by the supplier.

The operational manuals / user's manual in English Language and other materials of the equipment will be supplied by **M/s.....(selected vendor).....** to BBCI.

**(K) INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHT :**

**M/s.....(selected vendor).....** is responsible for future maintenance of the equipment in the event of change of ownership or technology of the above product.

**(L) BANK GUARANTEE:**

**M/s.....(selected vendor).....** will submit Bank Guarantee being 10% of the total value of the equipment towards satisfactory performance and services during warranty period in the prescribed format attached to this agreement as **Annexure-5** within 30 (thirty) days from the date of receipt of formal purchase order from the First Party after signing of the contract by all the parties to the agreement. The bank guarantee shall remain valid 60 (sixty) days beyond the warranty period of the equipment.

In the case of Bank Guarantee furnished from banks outside India (i.e. Foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee.

The second party shall also submit performance bank guarantee @ 2.5% of the equipment value (as per contract) during the post-warranty Annual Maintenance Contract (comprehensive) in the prescribed format '**Annexure-6**'.

**(M) FORCE MAJEURE :**

- (i) Either party shall be entitled to suspend performance of its obligations under this agreement to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstance -

Industrial dispute, or any other circumstances beyond the control of the parties such as fire, war, extensive military mobilizations, insurrections, requisition, seizure, embargo, restriction in use of power.

- (ii) The party claiming to be effected by force-majeure shall notify the other party in writing without delay on the intervention and on cessation of such circumstance.

**(N) PREMATURE TERMINATION :**

Notwithstanding anything to the contrary expressed or implied in this Agreement and without prejudice to any other rights or remedies available to it BCCI may after having given M/s.....(**selected vendor**)..... not less than 30 calendar days' notice to that effect terminate this agreement in the event that the M/s.....(**selected vendor**)..... has committed any breach or violation of any fundamental terms & conditions of this Agreement and fails to remedy the said breach or violation within 30 calendar days of such notice.

**(O) VALIDITY :**

This agreement shall be governed by the laws of India and within the jurisdiction of Gauhati High Court.

**(P) DELAYED DELIVERY:**

M/s..... (**selected vendor**).... must agreed to compensate to the extent of twice the interest burden incurred by the Institute on account of delayed delivery on the equipment for reasons which are directly under M/s.....(**selected vendor**)'s control.

It is, hereby agreed to set our signatures and seals as confirmed acceptance of the terms and conditions from either side i.e. **Dr. B. Borooh Cancer Institute** represented by the **Director** as **FIRST PARTY** and M/s..... (**selected vendor**).. represented by Mr..... as **SECOND PARTY**.

*For and on behalf of*  
**Dr. B. Borooh Cancer Institute**

*For and on behalf of*  
M/s.....(**selected vendor**).....

Witnesses:

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |



Terms and conditions governing the supply, installation & commissioning .....(equipment name, model & make).....

1. The equipment will have to be supplied as per the enclosed configurations against each item (**Annexure : 2**) and as per the tender No.....(**Tender Notice no. & date**)...
2. The equipment should be current at the time of dispatch, i.e. to provide all latest and state of the art equipment.
3. **M/s.....(selected vendor)....** will supply **equipment (model, make)** within ..... **Weeks / months** from the date of receipt of the formal supply order with the product configuration as mentioned at **Annexure – 2** and will abide by all the terms and conditions as laid down here-in-under and in the Notice Inviting Tenders as aforementioned.
4. **The price** of the equipment with its accessories will be Rs.....which is inclusive of customs duty, clearing & forwarding charges, octroi, VAT /CST and all other charges with five (5) years comprehensive warranty.
5. **Payment terms & conditions**
  - (i) The **payment** will be made only on receipt of final Job Completion Report of the supply, installation & commissioning of the equipment from the Inspection Committee to be constituted by the First Party (Purchaser). In this connection, the Second Party (Supplier) will submit bill for payment after satisfactory supply, installation and commissioning of the equipment.
  - (ii) **Payment for imported items** (*in case tenderer specifically mentioned in the tender offer*) will be made through Letter of Credit. 80% of the total LC amount will be released to the Supplier against delivery of the equipment and balance 20% will be released on receipt of final Job Completion Report from the Inspection Committee to be constituted by the Purchaser after satisfactory installation and commissioning of the equipment.
6. **M/s.....(selected vendor)....** will submit Bank Guarantee being 10% of the total value of the equipment towards satisfactory performance and services during warranty period in the prescribed format attached to this agreement as **Annexure-5** within 30 (thirty) days from the date of receipt of formal purchase order from the First Party after signing of the contract by all the parties to the agreement. The bank guarantee shall remain valid 60 (sixty) days beyond the warranty period of the equipment.

In the case of Bank Guarantee furnished from banks outside India (i.e. Foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee.

The second party shall also submit performance bank guarantee @ 2.5% of the equipment value (as per contract) during the post-warranty Annual Maintenance Contract in the prescribed format '**Annexure-6**'.
7. **M/s.....(selected vendor)....** shall have to deliver the above equipment **within** ..... **weeks** from the date of receipt of formal supply order.

8. **M/s.....(selected vendor).....** will have to enter into a contract for supply, transport to the site, installation and commissioning of the equipment.
9. On expiry of the one year's warranty period, **M/s .....(vendor).....** will provide **Annual maintenance contract** for the equipment from 6<sup>th</sup> year to 10<sup>th</sup> year either **comprehensive or non-comprehensive**, which will be opted by the **First Party**, at the following frozen rates.

Year	AMC charges (Rs.)	CMC charges (Rs.)
6 <sup>th</sup> year	as per rates offered by the selected vendor	as per rates offered by the selected vendor
7 <sup>th</sup> year		
8 <sup>th</sup> year		
9 <sup>th</sup> year		
10 <sup>th</sup> year		

The proforma for Annual Maintenance Contract will be as per **Annexure-4** attached to this agreement.

The AMC agreement shall include minimum of 4 preventive maintenance visits and any number of breakdown calls per year. The Service Engineer of the second party will attend all breakdown calls within 24 hours after receipt of intimation from the first party. Repairs of any required will be carried out within 72 hours by the second party.

During the period of comprehensive maintenance contract, the spare parts to be required will be supplied by **M/s.....(selected vendor)..... including batteries of UPS** free of cost. However under Non-comprehensive Maintenance contract, spare parts will be charged extra.

All software updates should be provided by the second party free of cost during the CMC period.

The supplier (the second party) guarantee towards supply of spare parts of the **equipment** for a period of 15 years.

**M/s.....(selected vendor).....** will depute factory trained Service Engineer in Guwahati for good after sale service of the equipment.

10. **M/s.....(selected vendor).....** will support 15 years life span of the supplied machine along with software, spare parts and supplied accessories.
11. Whereas the above equipment goes out of order it would be attended by **M/s ....(selected vendor)'s** service engineer **within 24 hours** from the date of receipt of information from BBCI. The supplier will remain responsible to the BBCI for proper functioning of the equipment regularly and effectively.

**SPECIFICATIONS OF SELECTED EQUIPMENTS**

**Technical specifications, make & model of the equipment as offered by the vendor and as per recommendation of the Technical Assessment Committee/ Purchase Committee / Finance Committee / Management Council**

*(to be included in details)*

**N.B. Other specifications as per Company's catalogues enclosed in the tender of the Second Party to the Agreement**

**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annul CM Contract No.....

Date.....

Between

.....  
-----

(Address of Head of Hospital / Institute / medical College)

And

.....  
-----

(Name & address of the supplier)

Ref: Contract No..... dated ..... (Contract No. & date of Contract for supply, installation, commissioning, handing over, trial run, training of operators & warranty of goods)

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under :-

1	2	3	4					5
Schedule No.	Brief Description of goods	Quantity (nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year					Total Amount Comprehensive Maintenance Contract Cost for 5 years
			6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	
			a	b	c	d	e	

Total value (in figure) .....(in words).....

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from ..... (date of expiry of Warranty) and will expiry on ..... (date of expiry of CMC).
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment.
- d) There will be 95% uptime warranty during CMC period on 24 (hrs) x 7(days) x 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service / technical / operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till ..... [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs..... [(fill amount) equivalent to 2.5% of the cost of the equipment as per contract] shall be furnished in the prescribed format given in **Schedule-C** of the Tender Enquiry document, along with the signed copy of annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds AMC / CMC bank guarantee for an amount of Rs..... (equivalent to 2.5% of the cost of the equipment as per contract ) shall be payable to the consignee.
- i) Payment terms : The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six months basis after satisfactory completion of said period, duly certified by the Head of the user department. The payment will be made in Indian rupees.
- j) Paying authority :..... (name of the consignee  
i.e. Hospital / Institute /  
Medical College's authorized  
official)

-----  
(signature, name and address  
of Hospital / Institute / Medical College's authorized official  
For and on behalf of .....

Received and accepted this contract

.....  
(Signature, name and address of the suppliers's executive  
Duly authorized to sign on behalf of the supplier)  
For and on behalf of .....

(Name and address of the supplier)

.....  
(Seal of the supplier)

Date : .....

Place : .....

**Proforma for Bank Guarantee for 10%**

To  
The Director  
Dr B Borooah Cancer Institute  
(Regional Institute for Treatment & Research)  
A.K. Azad Road, Gopinath Nagar  
Guwahati-781016

The deed of guarantee made this day of \_\_\_\_\_ between (name of Bank) \_\_\_\_\_ (hereinafter called the “Ban k”) of the one part, and the \_\_\_\_\_ (the Purchaser) (hereinafter called “the Purchaser”) of the other part.

Whereas \_\_\_\_\_ (the Purchaser) has awarded the Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (Description of Goods) (hereinafter called the contract) to \_\_\_\_\_ (Name of the supplier) (hereinafter called the Supplier).

In accordance with the provisions and Terms & Conditions of the Contract to provide for payment amounting to Rs. \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) shall deposit with the \_\_\_\_\_ (The Purchaser) a bank guarantee to guaranty his proper and faithful performance under the said Clause of the Contract in an equivalent amount of 10% of \_\_\_\_\_ (amount of guarantee in figures and words).

We, the \_\_\_\_\_ - (Bank), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the \_\_\_\_\_ (name of the Purchaser) on his first demand through Demand draft payable at Guwahati without objection / demur on our part.

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 \_\_\_\_\_ (name of the Purchaser) 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.

The guarantee remains valid in full effect from the date of the advance payment received by the supplier under the contract until \_\_\_\_\_ (date).

Yours truly

Signature & Seal :  
Name of Bank / Financial Institution :  
Address :  
Date :

**Bank Guarantee Form for Performance Security / CMC Security**

To  
The Director  
Dr B Borooah Cancer Institute  
(Regional Institute for Treatment & Research)  
A.K. Azad Road, Gopinath Nagar  
Guwahati-781016

WHEREAS \_\_\_\_\_ -- (Name and address of the supplier)  
(Hereinafter called “the supplier”) has undertaken, in pursuance of contract  
No..... dated..... 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 scheduled nationalized commercial bank recognized by you 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), 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 upto and including the \_\_\_\_\_ day of \_\_\_\_\_ 20...

(Signature with date of the authorized officer  
of the bank)

.....  
(name and designation of the officer)

.....  
Seal, name & address of the Bank and address of the Branch

**SCHEDULE – ‘C’**

**Proforma for Bank Guarantee for 10%**

To  
The Director  
Dr B Borooah Cancer Institute  
(Regional Institute for Treatment & Research)  
A.K. Azad Road, Gopinath Nagar  
Guwahati-781016

The deed of guarantee made this day of \_\_\_\_\_ between (name of Bank) \_\_\_\_\_ (hereinafter called the “Ban k”) of the one part, and the \_\_\_\_\_ (the Purchaser) (hereinafter called “the Purchaser”) of the other part.

Whereas \_\_\_\_\_ (the Purchaser) has awarded the Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (Description of Goods) (hereinafter called the contract) to \_\_\_\_\_ (Name of the supplier) (hereinafter called the Supplier).

In accordance with the provisions and Terms & Conditions of the Contract to provide for payment amounting to Rs. \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) shall deposit with the \_\_\_\_\_ (The Purchaser) a bank guarantee to guaranty his proper and faithful performance under the said Clause of the Contract in an equivalent amount of 10% of \_\_\_\_\_ (amount of guarantee in figures and words).

We, the \_\_\_\_\_ - (Bank), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the \_\_\_\_\_ (name of the Purchaser) on his first demand through Demand draft payable at Guwahati without objection / demur on our part.

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 \_\_\_\_\_ (name of the Purchaser) 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.

The guarantee remains valid in full effect from the date of the advance payment received by the supplier under the contract until \_\_\_\_\_ (date).

Yours truly

Signature & Seal :  
Name of Bank / Financial Institution :  
Address :  
Date :



**SCHEDULE – ‘D’**

**Bank Guarantee Form for Performance Security / CMC Security**

To  
The Director  
Dr B Borooah Cancer Institute  
(Regional Institute for Treatment & Research)  
A.K. Azad Road, Gopinath Nagar  
Guwahati-781016

WHEREAS \_\_\_\_\_ -- (Name and address of the supplier)  
(Hereinafter called “the supplier”) has undertaken, in pursuance of contract  
No..... dated..... 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 scheduled nationalized commercial bank recognized by you 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), 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 upto and including the \_\_\_\_\_ day of \_\_\_\_\_ 20..

(Signature with date of the authorized officer  
of the bank)

.....  
(name and designation of the officer)

.....  
Seal, name & address of the Bank and address of the Branch

**SCHEDULE – ‘E’**

**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annul CM Contract No.....

Date.....

Between

.....  
-----

(Address of Head of Hospital / Institute / medical College)

And

.....  
-----

(Name & address of the supplier)

Ref: Contract No..... dated ..... (Contract No. & date of Contract for supply, installation, commissioning, handing over, trial run, training of operators & warranty of goods)

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under :-

1	2	3	4					5
Schedule No.	Brief Description of goods	Quantity (nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year					Total Amount Comprehensive Maintenance Contract Cost for 5 years
			6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	
			a	b	c	d	e	

Total value (in figure) .....(in words).....

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from ..... (date of expiry of Warranty) and will expiry on ..... (date of expiry of CMC).
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment.
- d) There will be 95% uptime warranty during CMC period on 24 (hrs) x 7(days) x 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee’s site for preventive maintenance including testing and calibration as per the manufacturer’s service / technical / operational manual. The supplier shall visit each consignee site as recommended in the manufacturer’s manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till ..... [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs..... [(fill amount) equivalent to 2.5% of the cost of the equipment as per contract] shall be furnished in the prescribed format given in **Schedule-C** of the Tender Enquiry document, along with the signed copy of annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds AMC / CMC bank guarantee for an amount of Rs..... (equivalent to 2.5% of the cost of the equipment as per contract ) shall be payable to the consignee.
- i) Payment terms : The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six months basis after satisfactory completion of said period, duly certified by the Head of the user department. The payment will be made in Indian rupees.
- j) Paying authority :..... (name of the consignee  
i.e. Hospital / Institute /  
Medical College's authorized  
official)

-----  
(signature, name and address  
of Hospital / Institute / Medical College's authorized official  
For and on behalf of .....

Received and accepted this contract

.....  
(Signature, name and address of the suppliers's executive  
Duly authorized to sign on behalf of the supplier)

For and on behalf of .....

(Name and address of the supplier)

.....  
(Seal of the supplier)

Date : .....

Place : .....

**SCHEDULE – ‘F’**

**PARTICULARS OF THE TENDERER**

1. Name of the tenderer :
2. Establishment type :  
(Company / firm / Dealer / Stockist / Contractor / Supplier )
3. Year of establishment :
4. Address of the Registered Office :
5. PAN Number :  
(photocopy of PAN card to be attached)
6. Branches in India :
7. Nature of business :
8. Experience in the relevant field :
9. Total Manpower :
10. Technical Staff all over India :  
(with name , designation & contact nos.)
11. Technical Staff or Engineers based at Guwahati :  
(with name , designation & contact nos.)
12. Service Engineers posted in the North-East India :  
(with name, designation, qualification & contact nos.)

Signature and seal of the Tenderer

**SCHEDULE – ‘G’**

**PROFORMA FOR PERFORMANCE STATEMENT**

(for the period of last three years)

Tender Reference : .....

Date of Opening : .....

Time : .....

Name and address of the tenderer : .....

Name and address of the manufacturer : .....

Order placed by (full address of purchaser)	Order number and date	Description and quantity of ordered items and services	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		
1	2	3	4	5	6	7	8

Signature and seal of the Tenderer

\*\* The documentary proof will be a certificate from the consignee / end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.

\*In respect of above certificate from chartered Account can be produced with all the requisite details.

**SCHEDULE - 'H'**

**MANUFACTURER'S AUTHORIZATION FORM**

To

.....  
.....  
(name and address of the purchaser)

Dear Sirs,

Ref. Your Tender Enquiry document No..... dated.....

We, ..... who are proven and reputable manufacturers of ..... (name and description of the goods offered in the tender) having factories at ....., hereby authorize Messrs.....(name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Enquiry Documents for the above goods manufactured by us.

We also hereby extend our full warranty and AMC / CMC as applicable as per terms & conditions of the tender documents, read with modification, if any, in the special conditions of contract for the goods and services offered for supply by the above firm against this tender enquiry document.

Yours faithfully,

-----  
-----

(signature with date, name and designation)

For and on behalf of Messrs.....

(name & address of the manufacturers)

Note :

- i. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- ii. The original letter may be sent.

# Dr. B. Borooah Cancer Institute

*(Regional Institute for Cancer Treatment & Research  
Guwahati-781016*

**Subject .. Purchase of HIGH END ULTRASOUND MACHINE  
at Dr B Borooah Cancer Institute, Guwahati**

**Tender Notice .. No. BBCI/Misc-27/RPP-IV/NIT/ 3344 / 2012 dtd.28.02.2012**

**Tender documents issued as follows :**

**(a) Detail Tender Enquiry Document (Page : 1 to 30 )**

**Issued by –**



**Director**

Dr B Borooah Cancer Institute  
Guwahati-781016

***Received the Tender papers  
From the office of the Director,  
Dr B Borooah Cancer Institute***

on payment of non-refundable  
***Tender Fee amounting to Rs.2,000/-  
(Rupees two thousand only) in cash /  
Vide Banker's Cheque / Bank Draft No.....  
dt..... (Bank : ..... )***

**TENDERER**

(Name & Signature)

Date :