



Dr. B. Borooah Cancer Institute

(Regional Institute for Cancer Treatment & Research)

Guwahati-781016

No. BBCI / Misc-27/ RPP-IV/ NIT / 3351 / 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 **SURGICAL INSTRUMENTS FOR MICRO VASCULAR SURGERY** 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 : 30.03.2012 (Friday) 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 1 (one) year 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 2nd to 5th 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.

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.

- [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.20,000/- (Rupees twenty 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 (if any) should be for a **minimum period of one (1) year** 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 10th year (i.e. 2nd - 10th year)** beyond expiry of the one 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.

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 tenderer shall also give assurance for repairability, availability of spare parts for maintenance of the unit upto 15th year.

[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 **30.03.2012 (Friday) at 11:00 AM in the Committee Room** (1st 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 30.03.2012 (Friday) 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

SURGICAL INSTRUMENTS FOR MICRO VASCULAR SURGERY

Sr. No.	Description	Quantity
1	Magnifying loupes 4.0 x with working distance of 450 mm	2
2	Microscope	1
3	Forceps 18 cm long, angulated 45 ⁰	1
4	18 RM - 8 forceps round handle, 18 cm long, straight, tip 0.5 mm	1
5	B Forceps by Banis, 18 cm long, angulated 40 ⁰	1
6	Dissecting scissors, 18 cm long, round 8 mm dia, curved	1
7	Adventitia scissors 18 cm long, round 8 mm dia, straight	1
8	Needle Holder, without lock, 18 cm curved, round handle, dia. 8 mm	1
9	Needle holder, without lock, 18 cm long, round handle, curved	1
10	Single clamp, 17 mm, for veins	1
11	Single clamp, 24 mm	1
12	Double clamp, approximator without frame, 17 mm, for arteries	1
13	Double clamp, approximator without frame, 24 mm	1
14	Double clamp, approximator without frame, 17 mm, for veins	1
15	Clamp applying forceps without lock, 14 cm long, straight for clamp sizes 1-3	1
16	Microvascular instrument box (autoclavable-steel)	3
17	Compatible UPS, if required for running the system.	1

Note :

- **Any other matter which is necessary for proper patient’s diagnosis but has been overlooked here should also be complied with.**

- **Dr B Borooah Cancer Institute is at present having a Carl Zeiss make Operating Microscope. The Institute reserves the right to procure either compatible instruments to the existing system (i.e. Carl Zeiss instruments) or new equipments. In this regard, decision of the Technical Assessment Committee / Purchase Committee / Finance Committee / Management Council shall be final and binding in all cases.**

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 BCCI 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.
dttd..... 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 BCCI 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 **above equipment** will be installed within 7 (seven) days of delivery by **M/s ... (vendor)....** at the site as may be provided at Dr B Borooah Cancer Institute, Guwahati.

(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) One (1) year comprehensive warranty from the date of handing over of the equipment / machinery including local items (if any) after possessing the acceptance test and in working condition for hospital use to BBCI 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, BBCI shall immediately intimate **M/s(vendor).....** in writing of any defects. BBCI 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 each individual 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 one year's warranty period, **M/s(vendor).....** will provide **Annual maintenance contract** for the equipment from 2nd year to 10th 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.)
2 nd year	as per rates offered by the selected vendor	as per rates offered by the selected vendor
3 rd year		
4 th year		
5 th year		
6 th year		
7 th year		
8 th year		
9 th year		
10 th 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 and maintenance of the **equipment** for a period upto 10th year.

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

(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 system by **M/s.....(selected vendor).....** free of cost. 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 one (1) year 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 2nd year to 10th 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.)
2 nd year	as per rates offered by the selected vendor	as per rates offered by the selected vendor
3 rd year		
4 th year		
5 th year		
6 th year		
7 th year		
8 th year		
9 th year		
10 th 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 and maintenance of the **equipment** for a minimum period upto 10th year.

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).....** assures for repairability, availability of spare parts for maintenance of the unit for a minimum period upto 10th year.
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 9 years
			2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th		
			a	b	c	d	e	f	g	h	i		

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 :-

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			a	b	c	d	e	f	g	h	i		

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 SURGICAL INSTRUMENTS FOR MICRO VASCULAR SURGERY

Tender Notice .. No. BBCI/Misc-27/RPP-IV/NIT/ 3351 / 2012 dtd.28.02.2012

Tender documents issued as follows :

(a) Detail Tender Enquiry Document (Page : 1 to 25)

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 :