

DR BHUBANESWAR BOROOAH CANCER INSTITUTE

A Grant-in-Aid Institute of Department of Atomic Energy, Govt. of India

And a unit of Tata Memorial Centre (Mumbai)

A. K. Azad Road, Gopinath Nagar, Guwahati-781016, Assam, India

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NIT No.BBCI-TMC/Misc-27/NIT/ **1823-B** / 2018

Date : 07.06.2018

TENDER FORM

The Director, Dr Bhubaneswar Borooah Cancer Institute (BBCI), A.K. Azad Road, Gopinath Nagar, Guwahati 781016 invites sealed tenders for the supply, transport to site& installation of **Electrosurgical Unit with Vessel Sealing (Estimated quantity : 2 nos.)** as per technical specifications mentioned in **Schedule - I** of the tender to be placed at **BBCI, Gopinath Nagar, A.K. Azad Road, Guwahati-781016, Assam.**

Important Dates

Last date & time of submission of sealed tenders	: 29.06.2018 upto 2:00 PM
Opening of sealed tenders	: 29.06.2018 at 3:00 PM
Date of Technical Assessment Committee meeting	: will be communicated in writing

GENERAL TERMS

Please quote the entire model including the state of the art equipment which meets the basic requirement.

1. Tender should be submitted or dropped in the drop box available in the Office of the Director, Dr B Borooah Cancer Institute, Guwahati in two parts simultaneously in separate sealed covers superscribed as “**BBCI-TMH/ Misc-27/NIT/1823-A/2018 Date : 07.06.2018**for “**Supply, transport to site and installation of Electrosurgical Unit with Vessel Sealing” PART-I and PART-II.**

Part-I should contain the technical bid and Part II should contain the commercial Bid. Both the parts should be **received** on or before **29.06.2018 upto 2:00 PM** in the Office of the Director, Dr Bhubaneswar Borooah Cancer Institute. Part - I will be opened on **29.06.2018 at 3:00 PM** in the presence of the attending tenderers. Time and date of opening of the Part II (price bid) will be intimated only to the tenderers who are technically qualified after evaluation of Part I.

Only technically shortlisted and commercially lowest offers will be considered for financial negotiations.

Tender Document Fee

The tender document may be obtained during the office hours from the office of the Director, Dr B Borooah Cancer Institute on payment of **Rs.300/-** (Rupees three hundred 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 along with the Part-I of the tender invariably.**

The detail tender documents can also be downloaded from the website of the Institute **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.300/-** (Rupees three hundred only) separately drawn on any nationalized bank in favour of 'Dr. B. Borooah Cancer Institute, Guwahati.' Tender document charges for the tender forms downloaded from our website to be paid by DD in favour of Dr Bhubaneswar Borooah Cancer Institute **and should be enclosed in the Part-I Technical Bid of the tender documents.** The Tender Document Fee DD number and date should be mentioned on the envelope.

2. **Earnest Money Deposit**

An Earnest Money Deposit of Rs.80,000/- (Rupees eighty only) is to be paid by **DD in favour of Dr Bhubaneswar Borooah Cancer Institute** and should be enclosed in the **Part-I Technical Bid** of the tender documents. **The EMD DD number and date should be mentioned on the envelope.**

3. The bids received without paying the tender document charges and EMD charges shall not be considered.

4. **Forfeiture of the E.M.D.**

If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of Intent/ Work Order, Purchase Order, refuses to execute the Work Order / Purchase order or furnish the security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited by.

Refund of E.M.D.

The Original E.M.D. receipt along with written request letter needs to be submitted in the Office of the Director, BBCI, for Refund of E.M.D.

a) EMD of the successful tenderer shall be refunded after the security deposit as called for the contract is furnished.

b) EMD furnished by all unsuccessful tenderers will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract.

5. The successful tenderer will have to enter into a contract for supply, installation and commissioning of the equipment. A Performance Security Deposit of 10% of Invoice value to be paid in the form of Bank Guarantee to be given for satisfactory performance and service for warranty period or CMC at the time of submission of bill, which shall remain valid 60 days beyond warranty period of the goods supplied.

The Security deposit / Performance bank guarantee must be taken back by the vendor within 3 months of expiry period. If not collected within 3 months the expired Bank Guarantee shall be destroyed.

6. **Scope of work:** Scope of supply should include supply, installation and commissioning of the equipment at site decided by BBCI at no extra cost to BBCI.
7. Clearance of the import consignment shall be carried out by the vendor. However, the cleared equipment shall be stored at BBCI, Guwahati in any specified area in the hospital premises. It will be responsibility of the vendor to transport the equipment to the site of installation at no extra cost to BBCI.
8. The damages if occurred to the item / equipment during transit up to its installation and commissioning shall be taken care by the supplier / Indian agent either himself or through second party obligation by way of goods insurance to be arranged with a reputed goods insurance company preferably Indian company. In case an insurance policy taken from insurance company of foreign origin that shall be the responsibility of the supplier / agent and no obligation will be there on the part of the purchaser and every step whatever is required to be taken shall be initiated and taken by the agent.
9. If the Vendor Capability Performa provided and the documents required as mentioned are not submitted, BBCI reserves the right not to accept the offer.
10. The Director, BBCI reserves the right of cancellation, adding, reducing or deferring the purchase without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, BBCI on enquiry will disclose the reasons for rejecting a tender or not issuing a tender document.
11. **If a firm quotes “NIL” charges / consideration, the bid shall be treated as unresponsive and will not be considered (as per Rule 160 (xvi) of General Financial Rules 2005)**
12. Following documents are attached herewith as a part of NIT:

Annexure A	Instructions for filling up of tender documents
Annexure B	Eligibility criteria for the tenderer / bidder
Annexure C	Eligibility of the tender documents
Annexure D	General Terms and conditions of the tender
Annexure E	Special conditions of the tender
Annexure F	Instructions about filling the financial offer form (Part-II)
Annexure G	Format of Vendor capability proforma to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
Annexure H	Format of Letter of authorization from the manufacturer / supplier to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
Annexure J	Format of NEFT / RTGS details to be duly filled, signed, stamped and to be uploaded with the technical bid (Part-I)
Annexure K	Format of Notary affidavit of Non-Judicial Stamp Paper of Rs.100/- to be duly filled, signed, stamped and to be uploaded with the technical bid (Part-I)
Annexure L	Format for Undertaking for installation and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period, to be duly filled, signed, stamped and to be uploaded with the technical bid (Part-I)
Annexure M	Format of Disclosure of existing customers to whom the supply of equipment / service was made available in India to be duly filled, signed, stamped and to be uploaded with the technical bid (Part-I)
Annexure N	Format for Technical Compliance of the offered items to be submitted by the vendor along with the technical bid (Part-I)

Tenders / bidders are requested to read carefully all above mentioned documents (**Annex-A to N**) and Technical offer form & financial offer form) prior to submission of the tender. Information as asked to be filled in various formats should be properly filled and submitted along with the technical offer, Part-I of the tender / bid.

The Director, Dr B Borooah Cancer Institute shall not be responsible in any manner for whatsoever reasons, for delayed / late submission of the tender.



Director
Dr B Bopooah Cancer Institute
Guwahati-16

PART : I – TECHNICAL BID

1. If the tenderer is not capable of quoting particular item tenderer should clearly mention in the Technical bid in the compliance report. In case where the tenderer has not mentioned anything in the compliance report, then management is free to presume that it is inclusive of the cost quoted by the tenderer.
2. Part I of the tender should contain two sets of complete specifications and a soft copy on CD/ DVD detailing component/specifications in prescribed format as mentioned in **Schedule-I**. Product catalogue / literature/in original of the equipment offered and the authority to quote should also be provided.
3. Facilities required for electric power, ventilation, ducting and other details such as room design, layout including control space if essential conforming to the safety standards etc. should be mentioned in the offer. **Any requirement of UP / Voltage Stabilizer/ computer connectivity & software should be included in the scope of supply wherever relevant and applicable.**
4. The bid should also contain a list of optional and essential accessories, spares and consumables (if any) required to be maintained by the Hospital and vendor.
5. The list of places and institutions where same model of the equipment quoted are installed must be provided with technical bid. An equipment performance certificate from users is desirable.
6. Tenderers must be willing to demonstrate functioning of the equipment to the users at the tenderers cost.
7. The supplier will provide training of operators/technicians for operation and user maintenance free of cost.
8. The vendor shall mention the make and model offered.
9. The selected tenderer must submit floor plan for approval prior to execution/ installation wherever necessary.
10. The bid should also include the following:
 - PAN No.
 - Income Tax details.
 - Profit & Loss a/c & Balance Sheet of the company for 3 years
 - Factory License / Shops & Establishment License.
 - Complete Literature of the Product offered.
 - Latest Letter of Authority from manufacturer if the supplier is dealer or agent of the firm.
 - Vendor Capability Proforma duly filled in.
 - Declaration from foreign agency whether they have a Permanent Establishment or dependent agent in India or not.
 - TRC (Tax Residential Certificate) of foreign party (Principals)
 - PAN No. of the foreign agency
 - GST No.
 - Compliance statement based on technical specifications & tender terms & conditions prescribed in the NIT.

PART : II - COMMERCIAL BID

1. The details of the price the equipment should be quoted in Part II of the tender in a separate sealed envelope in the following manner :
 - A) F.O.B. (including handling, inland freight & documentation charges) of basic unit, standard accessories, optional accessories & spares.
 - B) Freight & Insurance (Air & Sea). The insurance must cover the equipment up to installation and testing.
 - C) The tender of the offer would be **CIF Guwahati / DAP BCCI, Gopinath Nagar Guwahati** (Exclusive of Customs duty) Incoterms 2010. **i.e. in case of import, it will be vendor's responsibility to clear and transport the equipment to the designated site at BCCI.**
 - D) **The insurance must be upto installation / commissioning of the equipment.**
 - E) All essential spares, consumables, labour and any other incidental costs required for delivering the equipment up to the site of installation and for the startup of the equipment must be included in the commercial bid. Consumables required during installation, startup, commissioning and trial runs are to be supplied by the supplier of the equipment. Installation / commissioning charges if any, the delivery period of the equipment and time required for installation / commissioning of the equipment must be mentioned.
 - F) All consumables required for the working of the equipment should be quoted for in the commercial bid.
 - G) It shall be responsibility of the tenderer to arrange for customs clearance and delivery of equipment at his own cost, risk and consequences. However, the custom duty, as applicable and paid will be reimbursed at actual on production of relevant documents.
 - H) Items where custom duty has to be paid in India must be indicated with current rate of duties.
2. In the price bid tenderers should ensure to quote the prices in the prescribed form. **If a firm quotes "NIL" charges, the bid shall be treated as unresponsive and will not be considered. (as per Rule 160 (xvi) of General Financial Rules 2005)**
3. Tender must remain valid for **six months** from the due date of the tender.
4. The mode of payment is payment within **60 days** after successful installation and commissioning of the equipment subject to submission of 10% Performance Bank Guarantee from a nationalized bank. For import cases the mode of payment is "Unconfirmed and Irrevocable Letter of credit" payable 70% against dispatch documents and 30% after installation and submission of 10% Performance Bank Guarantee in INR by the vendor for the warranty period plus 3months from the date of installation.
5. **2 years Onsite comprehensive warranty and 8 years Comprehensive AMC**
 - a) **Warranty period and terms of warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified.** Vendors are required to provide 2 (two) year's onsite comprehensive warranty + 8 (eight) years Comprehensive AMC (i.e. 3rd- 10thyear).Tenders not confirming to this clause are liable to be rejected.

b) Uptime Guarantee :

The firm will be required to guarantee that during the warranty period as well as during the service contract period, the equipment will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime), 8 hours non-functioning of the equipment may be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The firm will be required to pay a penalty for every day @ 0.1% of the invoice value per day in case the number of days downtime in each period of 365 days is more than the downtime permissible which is to be calculated as defined above. The delay for not bringing the equipment in functioning order in any way is directly, even partially attributable to the firm.

6. Essential spares which are likely to be required during the period of warranty must be supplied with the equipment. Price list of major or minor spare components which are likely to be needed for proper functioning of the unit after warranty period must be supplied and prices should be frozen for the next 10 years.
7. The term FREE implies providing goods and services within the premises of BBCI at no extra cost to BBCI.
11. Tenderers having a local service centre will be preferred.
12. If unsigned, incomplete and conditional bids are submitted, the Director, BBCI reserves the right to reject the tender.
13. If the manufacturer is quoting in foreign currency, an undertaking must be given by the manufacturer that the manufacturer does not have any office in India.
14. **Liquidated damages: In event of failure to supply within the stipulated delivery period, the purchaser reserves the right to levy liquidated damages @ 2% per month or part thereof for the delayed supplies.**
15. **BBCI reserves the right to purchase all OR any of the quantities tendered.**
16. **DELIVERY SITE : BBCI, Gopinath Nagar, Guwahati-781016, Assam, India**
17. **Offers with conditions / ambiguity shall be liable to be rejected.**
18. **Rules and regulations of BBCI will be the part of contract.**
19. Blank format of Price Bid submitted should be enclosed with Technical Bid.



Director

Dr B Borooah Cancer Institute, Guwahati-16

I/We have read the Terms and conditions and the same are acceptable to me/us.

(Tender's Signature)

TENDERER'S FULL NAME & ADDRESS:

NAME: _____

ADDRESS: _____

Instructions for filling up tender documents

1. Before filling up the tender documents, read all instructions, tender terms and conditions properly. These are also available on BBCI website www.bbcionline.org (*bulletin-tender*). The contract of supply will be governed by these terms and conditions. Your signature will be indicative that you have read and accepted all the conditions and undertake to abide by these conditions unless specifically denied / mentioned by you in your offer.
2. On behalf of Dr B Borooah Cancer Institute, Gopinath Nagar, A K Azad Road, Guwahati-781016, the Director, BBCI (hereinafter referred to as the Purchaser) invites sealed tenders for the supply of item as set forth in the “Notice Inviting Tender”. The contract, if placed, shall be governed by BBCI terms and conditions of contract detailed under Instructions to tenderer’s for submission of tender, General and special terms & conditions stipulated in the NIT.
3. It will be presumed that the firms who have submitted the EMD and tender fee and have gone through all the terms and conditions of tender thoroughly and accept BBCI conditions of contract, and there is no deviation in their quotations.
4. NIT documents consist of :
 - (a) Eligibility criteria for the tenderer / bidder
 - (b) Eligibility for acceptance of the tender documents
 - (c) General terms and conditions of the tender
 - (d) Special conditions of the tender
 - (e) Technical offer form (Part-I) inclusive of Technical specifications / scope of supply and compliance form
 - (f) Instructions about filling the financial offer form (Part-II)
 - (g) Financial offer form (Part-II)
 - (h) Format of vendor capability proforma to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
 - (i) Format of Letter of authorization from the Manufacturer / supplier to be duly filled, signed, stamped and to be furnished along with the technical bid (Part-I)
 - (j) Format of NEFT / RTGS details to be duly filled, signed, stamped and to be furnished along with the Technical Bid (Part-I)
 - (k) Format of Notary affidavit on non-judicial stamp paper of Rs.100/- to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I).
 - (l) Format for undertaking for installation, commissioning and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period, to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I).
 - (m) Format of Disclosure of existing customers to whom the supply of equipment / service was made available in India to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I).
 - (n) Format for Technical Compliance of the offered items to be submitted by the vendor along with the technical bid (Part-I)

5. Filling of tenders

- (a) Tenders should be duly signed and submitted to the office of the undersigned before **2:00 PM of 29.06.2018**.
- (b) Both the technical offer form and financial offer form must be filled in with all mandatory information in the assigned spaces as asked in the NIT.
- (c) All mandatory fields of the financial offer form (i.e. Price Bid) including basic rate, all taxes and duties (including maximum percentage of GST (SGST / CGST / IGST) or any other taxes / duties which may become applicable during the currency of the contract, freight upto destination and any other charges have to be mentioned by the vendor. All inclusive rates shall be shown by the vendor in their offer.
- (d) The tenderers are required to quote in the same rate units (numbers / kgs / sets / mtrs / boxes, etc.) as given in the tender schedule. Any deviation in this aspect will make the offer to be summarily ignored.
- (e) Tenderers should show discount in % in the discount column in the rate schedule only, instead of anywhere else in the offer. Discounts not shown in designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any conditions attached (viz. Discount / Rebates having linkages to quantity, payment, inspection agency, destination, delivery place etc.) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position. Purchaser, however, reserves the right to use the discounted rate / rates considered workable and appropriate, for counter offer to the successful tenderers.
- (f) Tenderer should accept all BCCI conditions of contract. Any condition not in conformity with BCCI conditions of contract should be avoided.
- (g) The tender document 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).
- (h) Delivery is required to be made to BCCI after due security check. Any deviation from the same may be considered as commercially unresponsive and the offer is liable to be ignored.
- (i) Manufacturer's name and address and brand of the items offered must be stated. Otherwise offers are liable to be rejected.
- (j) Offers should be valid for 180 days after closing date of tender. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored.
- (k) Tender document is not transferable.

6. Documents to be submitted along with the Technical Bid of the tender (Part-I)

- (a) Technical Bid
- (b) Relevant technical literature, product brochure, catalogues etc
- (c) NSIC / SSI / MSME registration certificate copy, if applicable
- (d) Vendor capability proforma duly filled, signed and stamped as per format attached
- (e) Letter of authorization from the manufacturer / supplier duly filled, signed and stamped as per the format attached
- (f) NEFT / RTGS details proforma as per format attached
- (g) Notary affidavit on Non-judicial stamp paper of Rs.100/- as per format attached
- (h) Format for undertaking for installation , commissioning and providing training to the nominated staff and replacement of spare parts / consumables and supply thereof during the warranty as well as maintenance contract period, as per format attached
- (i) Format of disclosure of existing customers to whom the supply of equipment / service was made available in India as per format attached
- (j) Name and address of all partners / Director of the firm on company letter head
- (k) GST / Registration Certificate copy
- (l) Copy of the Factories Act Registration or Shops and Establishments Act Registration or Small Scale Industries Registration as applicable
- (m) Last 3 years Income Tax Return duly acknowledged
- (n) Balance sheet and profit & loss account of the firm for the last 3 years duly certified by Chartered Accountant
- (o) Copy of GMP License under schedule M, if applicable.
- (p) Technical Compliance of the offered items in the format given in NIT is to be submitted along with the technical bid (Part-I) (refer No.7 below)
- (q) Blank format of price bid without mentioning prices.
- (r) The Tender document should be duly signed on each page.

It is the vendor's responsibility to submit all relevant and applicable documents as the case may be. The offer shall be technically evaluated only if all the relevant and applicable documents are furnished; failing which Director, BBCI reserves the right to reject the offer.

7. Filling the compliance form:

Vendors are advised to complete the "Compliance Column" mentioned in the technical offer form. Compliance column may be filled with relevant data, figures, range etc as applicable. Do not just mention "YES / NO / Complied".

8. Tender / Bid submission

The sealed tender is to be dropped in the tender box which 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.

9. Process of opening / screening / selection of tender :

- (a) In the first instance, the **Technical Bids (Part-I)** of the tenderer will be opened. The offers without EMD & Tender Fee will not be considered for further process of evaluation.
- (b) The valid technical offers will be evaluated by a **Technical Assessment Committee** of the Institute, for which the date and time of the meeting will be communicated in writing to the respective vendors.
Representative/s of the valid tenderers should be present during the course of technical assessment by the Technical Assessment Committee for technical clarification, if any. The TAC will recommend the technically short-listed vendors for further consideration.
- (c) Since the equipment is to be used for very specialized purpose where the quality of the surgical operation depends heavily on the performance of the equipment, and since these highly specialized equipment have different proprietary and patented technologies with their own advantages and limitations, the evaluation of the tender will be on **Quality cum Cost-Based Selection (T1L1) basis**, with the intention to select the most favourable technology with the least price. Technology and Pricing will be given equal weightage.

Technical Assessment and scoring for Electrosurgical Unit with vessel sealing will be objectively conducted with the following schema:

1. Accuracy in fulfilling technical specifications of NIT	1	2	3	4	5
2. Quality of vessel sealing experienced	1	2	3	4	5
3. Quality of monopolar coagulation experienced	1	2	3	4	5
4. Quality of monopolar cut experienced	1	2	3	4	5
5. Quality of bipolar coagulation experienced	1	2	3	4	5
6. Quality of hand instruments for open surgery					
Ergonomics			0	1	2
Robustness			0	1	2
Versatility of use			0	1	2
Cost & economy			0	1	2
7. Quality of vessel sealing hand instruments for lap surgery					
Ergonomics			0	1	2
Robustness			0	1	2
Versatility of use			0	1	2
Cost & economy			0	1	2
8. Provision of additional power & energy type (Argon-plasma, Ultrasound etc)					
		1	2	3	4
9. Appropriateness of the technology for BCI as per requirements and workload					
	1	2	3	4	5
	Maximum Total aggregates :				50

(d) Commercial Evaluation : The commercial offers will be normalized as follows

Financial score of L1 = full 50 marks

Financial score of L2 = $\frac{L1 \times 50}{L1 + (L2-L1)}$

Financial score of L3 = $\frac{L1 \times 50}{L1 + (L3-L1)}$, and so on.

(e) Final ranking : will be the sum of Technical Score and Financial Score. The bidder with highest total score will be selected for award of the order.

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

(g) 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.

10. BBCI does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond its control and hence tenders may also be opened after the due date and time. It will however be ensured that no offers are submitted after tender closing date and time.

11. The Director, BBCI does not bind himself / herself to accept the lowest or any other offer and reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action.

Eligibility criteria for the tenderer / Bidder

Tenderers / Bidders confirming the following criteria will be eligible to participate in the tender

1. The tenderer / Bidder should be having a legal entity either of individual / partners or a body corporate which may sue or may be sued.
2. The tenderer / Bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate man-power having prescribed qualification (Skilled & Technical) required for managing the business.
3. The tenderer / Bidder should have necessary license under the prevailing laws of the land and competent to undertake import and export process of goods and services.
4. The tenderer / Bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN and TAN Number.
5. The tenderer / Bidder should not have been blacklisted / debarred from participating in the tender, either in government departments or in public sector undertaking
6. The tenderer / bidder should either be a manufacturer, or, 100% subsidiary of a foreign manufacturer in India, or, sole authorized distributor of the manufacturer, or, one of the direct authorized distributors of the manufacturer.
7. Providing 'GST Registration No.' in the vendor capability form is must for tenderer / bidder.

NOTE:

Bids of tenderers / bidders not confirming to any of the above mentioned criteria are liable to be rejected.

Eligibility of the tender documents

Tender may be declared as 'Unresponsive / not eligible' under following conditions:

1. Tenders submitted after due date and time.
2. The tender validity is shorter than the required period as asked in the tender.
3. Required EMD and tender fee has not been submitted. (except for those bidders registered under NSIC/SSI/MSME, who are exempted from tender fee and EMD as per prevailing rules)
4. Tenderers registered under NSIC/SSI/MSME who has not submitted EMD and Tender fee, but has not furnished copy of registration certificate with NSIC/SSI/MSME.
5. The tenderer has quoted for goods without a valid certificate of authorization.
6. The tenderer has not agreed to give the required security deposit / performance bond as asked in the terms.
7. Against a schedule in the list of requirement, the tenderer has not quoted for the entire requirement as specified in the schedule.
8. The tenderer has not agreed to special conditions of the tender.
9. Tenders with conditional offers.
10. The tenderer who has furnished incomplete, incorrect or misleading information.
11. At the time of opening of technical bid Part-I, if a tenderer has included price or any other charges in Part-I or has failed to submit Part-II (financial bid) separately .
12. The tenderer not fully complying to the warranty and AMC clauses as per tender terms.

General Terms and conditions of the tender

1. The tenderer / bidder should furnish complete contact details such as recent phone nos., mobile nos., email ID, mailing address, office address which will be in operation for a period of two years. BBCI will send all communication preferably by e-mail. Non receipt of communication will not be our responsibility. So, tenderer must ensure correct and operational email ID and Fax nos. If any changes in contact details then ensure to submit to BBCI.
2. The successor / heirs in office will be responsible for the liabilities created by the tenderer / bidder in respect to the item / services offered by tenderer / bidder
3. The tenderer / bidder will be under obligation to provide the technical specifications & Compliance of the specified item as asked in the tender documents
4. If the tenderer / bidder is not capable of quoting particular item / items, tenderer / bidder should clearly mention in the Technical bid (Part I) in the compliance report.
5. The tenderer / bidder will be authorized to inspect the site for installation of the equipment before submitting tender, with prior permission.
6. A complete product catalogue, literature / publication / user information paper should be submitted along with the Technical Bid along with the design, drawing etc. including the weight, volume and size of the equipment.
7. The tenderer / bidder will also have to certify that the equipment proposed to be supplied is not obsolete.
8. The tenderer / bidder may separately quote and submit for other variants including those for which work is in progress and likely to be marketed in the next couple of years, if they satisfy the tender specifications/requirement for the specified item / equipment. Otherwise the tenderer will certify that no new variants are likely to be marketed in the next 2 years.
9. The successful tenderer / bidder will have to enter into an Agreement for the contract of supply, installation, commissioning and maintenance of the equipment including the supply and availability of the spare parts.
10. Successful tenderer / bidder will be issued with a Letter of Intent (which will be followed by a Purchase Order) if required and such bidder will be under the obligation to submit the Performance Guarantee for the stipulated period of warranty and the maintenance period by way of either deduction from the Invoice not exceeding to 10% or by way of submission of Bank Guarantee bond for the like amount.
11. Compliance of National standards of the country of origin of the manufacturer should be certified by the successful bidder.
12. The bidder will be responsible for ensuring that the international standards are followed before the consignment of the item is dispatched from the godown of manufacturer of foreign origin to deliver into India at the place of the user. The tenderer / bidder will be responsible for abiding the international laws including rules relating to package etc. applicable to the item / services offered by the tenderer / bidder.

13. The tenderer / bidder will be solely responsible for any fraudulent activity on the part of principal to cheat or swindle the Indian public by way of advance payment or breach of terms and condition of L/C established for import of tendered item.
14. The tenderer / bidder will be responsible for safe transit of the goods under proper goods insurance coverage and under standard conditions.
15. The risk of loss in transit of the goods / services shall be the responsibility of the tenderer/ bidder.
16. The damages if occurred to the item / equipment during transit up to its installation and commissioning shall be taken care by the bidder / Indian agent either himself or through second party obligation by way of goods insurance to be arranged with a reputed goods insurance company preferably Indian company. In case an insurance policy taken from insurance company of foreign origin that shall be the responsibility of the bidder / agent and no obligation will be there on the part of the purchaser and every step whatever is required to be taken shall be initiated and taken by the agent. The vendor has to arrange Insurance till installation and commissioning of the equipment.
17. The Indian agent / supplier shall be under obligation to ensure that the delivery of the item / equipment shall be treated as complete only on installation of the equipment on site / place decided by BBCI and commissioning is done to the entire satisfaction of the authorized officer / user department. In case the equipment or the item is to be shifted from the place on which it was off-loaded to the site of installation & commissioning, it shall be the responsibility of the agency and no cost in this regard shall be payable by BBCI.
18. The tenderer / bidder should have a team comprising of experts of the line for erection, installation, commissioning and maintenance of the equipment / article tendered for use.
16. The tenderer / bidder will be under obligation to intimate to institute in advance about the assistance to be extended by the institute without involvement of expenditure or at the cost of the bidder in connection with the process of erection installation and commissioning.
17. The tenderer / bidder should inform in advance to the Institute about the requirement for the erection, installation and commissioning indicating the additional amount of charges / expenditure by the bidder. A separate turnkey proposal shall be submitted if the supplier undertakes to modify the existing infrastructure to suit the installation of the proposed equipment. In normal course the letter of intent will include the costs of the equipment and its installation.
19. Turnkey – Turnkey Site preparation requirements (wherever applicable) will be discussed after finalizing equipment with the vendor. Vendor must inspect the site before submitting the offer and specify the scope considered. Scope should be supported with architectural interior and services drawings.
20. The tenderer / bidder should obtain clearance from structural consultant before starting the work (wherever applicable).

18. The tenderer / bidder is responsible for installation and commissioning of the equipment without damaging infrastructural image/face of our building/installation site. Temporary destruction and re-construction of existing structure in connection with the site preparation and installation of the equipment will be the vendor's responsibility. Charges/expenses involved for the same shall be borne by the supplier. If any damage takes place while the work is in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work, the tenderer / bidder shall make good the same at his own cost.
19. The tenderer / bidder will be responsible for all the consequences legal or administrative with regard to the persons involved in erection, installation, commissioning & maintenance for compensation in case of any damage occurred to them while execution of the work.
21. The installation certificate will have to be issued by the team of experts and it should be countersigned by the user or Authorized person and the date on which such certificate is counter signed by will be the date from which period of warranty commence.
22. The tenderer / bidder will be under obligation to provide training free of charge to the person/s deputed by the hospital for learning of operations and techniques and maintenance thereof in India or abroad as the case may be.
23. The principal supplier or their Indian agent shall be responsible for making the consumable / spares available throughout the life of the equipment at the prescribed discounted rate as may be mutually agreed by the user and denial or non-supply of required consumable / spares shall render the Indian agent liable for liquidated damages under the contract.
24. If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitration which shall be appointed by the Director, BBCI and in case such person is not acceptable to the supplier, Director-BBCI shall be the final and sole arbitrator who shall undertake the exercise of arbitration to resolve the dispute and such award as may be given by Director-BBCI shall be final and binding on both the parties.
25. The Indian supplier on behalf of its Principal supplier / manufacturer of foreign origin shall be under obligation to inform the user from time to time about the innovations / changes made by the manufacturing company in the technique or the program of software to be used in the equipment by way of advancement and will be free to suggest for adoption of the changes at the lowest expenditure as may be acceptable to the users.
26. **Forfeiture of the E.M.D.:** If for any reason whatsoever any tenderer/ bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of Intent/Work Order, Purchase Order, refuses to execute the Work Order / Purchase order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited by BBCI.
27. Those tenderer/ bidder who have paid Security Deposit / Performance Bank Guarantee must be taken back by the vendor within 3 months of expiry period. If not collected within 3 months the expired Bank Guarantee shall be destroyed.

28. **Refund of E.M.D.**

The Original E.M.D. receipt along with written request letter needs to be submitted in the office of the Director, BBCI for Refund of E.M.D.

a) EMD of the successful tenderer / bidder shall be refunded after the security deposit as called for the contract is furnished.

b) EMD furnished by all unsuccessful tenderer / bidder will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract.

29. The tenderer / bidder having their warehouses/service centre and facilitation centre in the city of Guwahati will be desirable and advantageous for attending the calls to reduce the down-time

36. The Director, BBCI reserves the right of cancellation, adding, reducing or deferring the purchase without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, BBCI, on enquiry, will disclose the reasons for rejecting a tender or non issuing a tender document.

Special conditions of the tender

1. Item / Equipment quoted should not be a second hand / refurbished / on verge of obsolescence / outdated model. Similarly, after award of contract, the item supplied should be a newly manufactured item and not the old item already manufactured and stocked for more than 1 month.
2. Technical strength, expertise in after sales service and application support of the tenderer / bidder will be the one of the most important criteria for technical suitability.
3. Complete and detailed information should be provided in respect to each point specified in the specifications. Technical bids that are incomplete in any respect are liable to be rejected. Provide relevant supportive information, publications, catalogue, etc. All technical claims should be printed in the technical brochure of the equipment. Literature / Certificate containing the information of the life of the equipment should be submitted. Bidders providing misleading or wrong information are liable to be rejected
4. Tenderer / bidder should clearly mention about compliance of the warranty and AMC terms in the technical bid (Part-1) as specified in the technical offer form Part -I . Bids not fully complying to the warranty and AMC terms are liable to be disqualified.
5. Physical demonstration may be shown at one of the end user's site upto the day preceding technical evaluation. **Physical Demonstration is strongly advised** to confirm the availability of any or all technical features as mentioned/stated in the technical bid, and to make an informed decision during technical evaluation from first-hand experience of using the equipment. Physical Demonstration is a part of technical evaluation process for the Electrosurgical Unit with Vessel Sealing. If the bidder does not comply, such bids are liable to be under evaluated without bias, and rejected. Demonstration of only the quoted model is to be made along with all functional accessories, and not the demonstration of similar models with different technical specifications and features.
6. Compliance column should be filled with relevant data, figures, range etc. as applicable. Do not just mention "YES / NO / Complied'. Provide relevant supportive information, publications, catalogue, etc.
7. Tenderer / bidder are required to provide list of current installations in India (in the last 2-3 years) of the quoted item. Contact details of the end users like name of the end user, Organization name, contact email ID, tel. no. etc. should be provided along with the technical bid.
8. Past experience with the bidders in terms of quality of supplied equipment, after sales service and application support will be taken into consideration. Bidders with whom past experience in last 2-3 years has been unsatisfactory in terms of quality of supplied equipment, after sales service and application support, bids of such bidders may liable to be rejected.

9. Unpacking and shifting the consignment to the installation site is to be included in the scope of supply. Bidder should take responsibility to lift/shift the consignment from the unloading site to the installation site. Additional manpower if needed for shifting/lifting etc, bidder has to arrange for the same at no cost to BBCI. To get an idea about unloading site and proposed installation site, bidder may visit the site before submitting the tender.
10. The replacement of defective parts during the warranty period shall be the sole responsibility of the supplier and the Indian agent will be solely responsible for replacement at their cost including the down time liquidation damage, customs duty, octroi if applicable etc. be noted as a special condition of the tender.
11. Replacement of 10% of spare parts in a period of first year will amount to the supply of defective equipment and the Principal Company / Indian agent shall be under obligation to replace the entire equipment at their cost. However, the Institute will facilitate the import by way of utilizing its license for Custom Duty Exemption the rest of the expenditure including transport, insurance & freight etc. shall be borne by the Indian agent. Therefore, this important condition may be noted as a special condition of the tender.
12. If the equipment is repaired under warranty by replacing any spare part and later if re-occurrence of problem of same nature occurs and need for replacement of same spare part arises, it is also should be covered under warranty.
13. To arrive at L1 vendor– Total cost of the goods inclusive of all items as per mentioned in the scope of supply, inclusive of all applicable duties/ taxes/ transportation charges, installation charges, other statutory levies and inclusive of cost towards Warranty and AMC as per tender terms will be considered. Exchange rate will be taken at the beginning of the month of opening of financial bids.
14. Network wherever applicable – The requirement of network facility is different for every equipment. Please attach the separate annexure as per the requirement of installation site and vendors to visit the site before submission of tender documents. We need open network facility that has free talk with all available machines.
15. Director, BBCI reserves the right to purchase all OR any of the quantities tendered.
16. Rules & regulations of BBCI will be part of contract.

Following terms and conditions may also be included in the PURCHASE ORDER to be issued to the successful bidder to whom the contract shall be awarded:

1. Initiation of warranty period shall begin from the date of successful installation / commissioning of the equipment. A minimum of 2 numbers of Preventive maintenance visits and breakdown visits as and when needed should be undertaken during warranty and subsequent AMC / CMC period.
2. The replacement of defective parts during the warranty period shall be the sole responsibility of the manufacturer /supplier /Indian agent. They will be solely responsible for replacement at their cost including the down time liquidation damage, customs duty, octroi if applicable etc.
3. Replacement of 10% of spare parts in a period of first year or repeated replacement of same spare parts shall amount to the supply of defective equipment and the Principal Company / Indian agent shall be under obligation to replace the entire equipment at their cost. However, the Institute will facilitate the import by way of utilizing its license for Custom Duty Exemption the rest of the expenditure including transport, insurance & freight etc. shall be borne by the manufacturer /supplier /Indian agent.
4. **Unpacking and Shifting the consignment** from the unloading site to the installation site shall be in the scope of supply. Successful bidder shall take responsibility to lift/shift the consignment from the point of unloading at BBCI to the installation site. Additional manpower or machinery, if needed for shifting/lifting etc, has to arrange by the bidder at no additional cost toBBCI.
5. **Installation, Testing, Commissioning and Training** shall be provided by the Manufacturer or its authorized representative. Complete system inclusive of accessories, attachments, computers, softwares etc. should be installed, tested for its performance as per manufacturer's SOP/guidelines and demonstrated to the Institute's Users. In depth training should be provided to the Institute's users for maintenance, usage and applications.
6. **Standard Payment Terms: For import items:**

Through Unconfirmed Irrevocable letter of credit (LC)

- a) 70% against delivery and balance 30% on satisfactory installation and commissioning of the equipment.
- b) 10% Performance Bank Guarantee should be given which should be valid till at least two months beyond the expiry date of warranty period specified in the purchase order.

For Local items – payment in INR:

Payment within 60 days after satisfactory installation and commissioning of the equipment

7. Uptime Guarantee period:

The supplier and/or its Indian agent will be required to give the guarantee towards the performance of the equipment during the warranty period and in case of comprehensive annual maintenance contract period for maintaining the equipment in good working condition for a period of at least 347 days out of a period of 365 days a year (i.e. 95% uptime). The eight hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. If the number of days downtime in each period of 365 days is more than the downtime permissible (which is to be calculated as defined above), The supplier / agent shall be required to pay a penalty for every day 0.1% of the invoice value per day. The delay for not bringing the equipment in functioning order in any way, directly or even partially will be attributable to the firm.

- 8. Liquidated damages:** In event of failure to supply within the stipulated delivery period as per mentioned in the purchase order, the purchaser reserves the right to levy liquidated damages @ 2% per month or part thereof for the delayed supplies.

Instructions about filling the Financial offer form (PART II)

1. The detailed price of the equipment should be quoted in Financial offer Part -II of the tender :
 - a) Ex-works cost of the equipment / equipments for entire quantity as per scope of supply.
 - b) F.O.B. cost (including handling, inland freight & documentation charges) of the entire equipment / equipments as per scope of supply
 - c) The freight & insurance charges (up to installation, commissioning and testing).
 - d) Total amount of the equipment / equipments on CIP basis, DDU (Delivered Duty Unpaid)/ DDP – BBCI, Guwahati. The tender of the offer would be CIP / CIF / DDU (Delivered Duty Unpaid) / DDP – BBCI, Guwahati as per the International Commercial Terms, applicable at present. All essential spares, consumables, labour and any other incidental costs required for delivering the equipment up to the site of installation and for the startup of the equipment must be included in the commercial bid.
 - e) Installation & commissioning charges, if any, should be separately indicated.
 - f) The delivery period of the equipment and the time required for installation / commissioning of the equipment must be mentioned.
2. Format of the financial offer form is provided in the NIT. Bidders are required to fill in the relevant information as per instructions given in the financial offer form. Tenderer / bidder should ensure to quote the prices in the prescribed format. In the price bid, only figures should be typed without using any separators, commas, other signs, letters, etc.
3. If a tenderer / bidder states /quotes wording such as ‘N.A’. or ‘—’ or ‘N/A’ or ‘Not Applicable’ or “Nil” charges etc in price bid, then the bid shall be treated as unresponsive and will not be considered. (as per Rule 160 (xiv) of General Financial Rules 2005).
4. Warranty & post warranty AMC :
 - (a) Vendors are required to provide warranty as per mentioned in the technical offer Part-I. Initiation of warranty shall begin from the date of successful installation and commissioning of the equipment.
 - (b) Warranty period and terms of warranty including accessories, details of preventive / periodic maintenance, frequency and task description must be specified.
 - (c) At least 2 numbers of Preventive maintenance visits and breakdown visits as and when needed should be undertaken during warranty and free AMC period.
 - (d) Vendors should offer AMC or CMC as asked in the technical offer form part-I
 - (e) Tenderer should clearly indicate compliance to these terms in the technical bid(part-I). Tenders not confirming to the clause are liable to be rejected
5. Validity: The tendered offer must remain valid at least for a period of **six months (180 days)** from the date of the opening of the tender.

6. Mode of Payment :

The preferable mode of payment should be indicated clearly. In most of the cases of indigenous supply in our Institute release of payment in Indian rupees within 60 days of successful installation and commissioning of the supplied equipment and in the case of imported items the payment is made through “Unconfirmed Irrevocable Letter of credit” / “Sight Draft” through nationalized bank of India, as the case may be.

Payment Terms for import items:

- (a) 70% against delivery and balance 30% on satisfactory installation of the equipment.
- (b) 10% Performance Bank Guarantee should be given which should be valid till at least two months beyond the expiry date of warranty period specified in the purchase order.

7. Uptime Guarantee period:

The supplier and/or its Indian agent will be required to give the guarantee towards the performance of the equipment during the warranty period and in case of comprehensive annual maintenance contract period for maintaining the equipment in good working condition for a period of at least 347 days out of a period of 365 days a year (i.e. 95% uptime) 24X7. The eight hours non-functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 95% guaranteed uptime. If the number of days downtime in each period of 365 days is more than the downtime permissible (which is to be calculated as defined above), The supplier / agent shall be required to pay a penalty for every day 0.1% of the invoice value per day. The delay for not bringing the equipment in functioning order in any way, directly or even partially will be attributable to the firm. The bidder should provide the details of preventive maintenance to be undertaken through the year. The bills should be raised every month and will be paid every quarterly.

8. Spares parts :

The supplier / Indian agent will be under obligation to provide the price list of all the spare parts required to be replaced after warranty period and should certify that the rates indicated in the price list shall be applicable for the period of 8 years after the warranty period.

9. Consumables :

- (a) Consumables as may be required for installation, commissioning, start up and trial runs shall be supplied by the supplier with the equipment without any extra charges.
- (b) The price list of such consumables which shall be required for running of the equipment thereafter shall be submitted with validity for the period of 10 years.

10. Liquidated damages: In event of failure to supply within the stipulated delivery period, the purchaser reserves the right to levy liquidated damages @ 2% per month or part thereof for the delayed supplies.

11. The amount / rate of taxes as may be levied should be indicated separately in the financial offer.

12. The term “without charges or free of cost” will imply as providing goods or services to the purchaser at no extra charges/cost including tax liability thereon and that the Octroi exemption will not be provided.

DR BHUBANESWAR BOROOAH CANCER INSTITUTE
Gopinath Nagar, Guwahati-781016, Assam

TENDER FORM
(Vendor Capability Proforma)

Application

Ref: Tender No:

Date:

1 Name of the Item / Work	
2. Due Date of the submission of the tender.	
3. Receipt No. for EMD Amount and Date	
4. Name / Title of the Bidder	
5. Full Address (recent)	
	E-Mail (recent)
	Tel. No & Mobile No. (recent)
	Fax (recent)
6. Name of the person authorized to deal / undertake business for and on behalf of the bidder	
	Tel. No & Mobile No. (Recent)
	Fax (Recent)
	E-Mail (Recent)
7. Legal entity of the bidder whether Firm / Society / Company / Other entity	
a. Registration No.	b. Authority with whom registered
c. License No. granted by	for
8. Main business of the bidder whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent	
9. Authorized Area of operation in India	
10. Name of the Principal Organization / Company for and on behalf working in India	
11. Origin of the Principal Organization / Company	
12. Address of the Principal Organization / Company	
	Tel. No. & Mobile No.
	Fax
	E-Mail

13. Name & Address of the Bankers of the bidders along with Bank Account No. and IFSC code.	
14. Authority / Delegation / License No. & Date granted by the principal to the representative bidder	
15. PAN No.	
16. Registration No. granted by GST	
17. GST / CGST / SCST No.	
18. Central Excise License No.	
19. Import / Export Code No. License No. for import	
20. No. of manpower employed by the bidder	a. Scientific b. Technical
	c. Administrative d. Finance
21. Support facility equipment No.	
22. Experience of the bidder in dealing with the tendered item. Tenderer must have similar job done in the line of business / experience with 3 to 5 years will be considered	
23. Whether supply of any item / service to BBCI in past; if yes indicate the Purchase Order No. & Date	
24. Any other relevant information for submission	

Certified that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible.

Name of authorized person for bidder with seal & Signature

To be printed & executed on Letter head of the principal supplier / manufacturer of the equipment

LETTER OF AUTHORIZATION

I, Mr. _____ Chairman / Managing Director / President / Vice-President/

General Manager hereby certify and declare that M/s. _____
having its registered office at

_____ is an organization dealing
with the manufacturing and assembling of the equipment _____
which is meant for scientific use for research/diagnostic/treatment and having business operations in
India.

It is also certified that our representation and operations in India is done & executed by M/s.
_____ which is a organization constituted under the
provisions of _____ and having their registered office at

_____ who has been fully authorized by us to act as our
representative in whole or part of India to deal, undertake, participate in the business proceedings,
quote rate for supply, installation, testing and commissioning, after sales services of our products /
equipment and their spare parts together with consumables and procure purchase orders to pass to us
on such rates and conditions as may be negotiated by them for and on behalf of us.

The Indian agent M/s. _____ has also been authorized to provide
after sales services, supply spare parts and consumables on the authorized rates as indicated in the
price list of the company for the period of the currency of warranty and annual maintenance contract
thereafter for a period of 8 years. They have also been authorized to negotiate the rate for allowing
special discount to the hospital.

Signature

Name of authorized person for bidder with seal

NEFT FORM Format

APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILLS IN BANK ACCOUNT
BY ELECTRONIC CLEARING SERVICE / NEFT

1	Name of the vendor	
2	Vendor Address & Other Particulars	
	a) PAN NO.	
	b) GST NO.	
	d) Mobile No.	
	e) Email ID	
3	Account Holder's Name (Title of the Account)	
4	Bank Account No.	
5	Bank Name, Branch & Address	
6	9-Digit MICR code of the bank	
7	Account type (SB/CURRENT)	
8	IFSC Code (attach xerox copy of cheque)	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information, I would not hold the user institution responsible. I agree to discharge the responsibilities as a participant under the scheme.

Signature of the Vendor with seal.

Certified that the particulars furnished above are correct as per our records.

Signature of the authorized official from the bank.

Bank stamp :

Date :

Note : Xerox copy of cheque may be attached, without which the form will not be accepted.

Annexure - K

Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- stating their in as under:-

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals within last 5 years.
3. That the firm has deposited up to date Sales Tax and Income Tax. (Furnish copy of clearance / Return certificate).
4. That the rates quoted by the firm are the lowest and not higher than the wholesale market rates /quoted in any other Institution or Hospitals. Rates have been checked by me / us and if approved I shall supply that items in the specified period.

To be printed & executed on Letter head of the supplier company / Indian agent

UNDERTAKING

To
The Director,
Dr B Borooah Cancer Institute
Gopinath Nagar, Guwahati-781016

1. I, the under signatory hereby undertake to supply, install and erect, testing & commission and maintenance of the equipment namely _____ for and on behalf of bidder on agreed terms and conditions as have been stipulated and mentioned in the Purchase order on acceptance of my offer for the above equipment / item.
2. I, the undersigned also hereby undertake to assure and promise to provide the spare parts within reasonable time for operation of the aforesaid equipment without any charge during the warranty period of **2 years** and thereafter I will make available all the spare parts and consumables on the agreed price during the period of annual maintenance contract at least for the period of **8 years** from the date of completion of the warranty period at the negotiated rate allowing discount on the price list of the company, authenticated copy of which will be submitted for your record.
3. Further also, I undertake to assure and promise to provide technical operational training to the scientific and technical staff members of the user Institute without any charge after commissioning of the equipment and condition thereof. In case training experts are not available in India the necessary operational training not exceeding to one week shall be arranged by the manufacturing company of the equipment in the manufacturing / assembling unit of the equipment in the foreign country of origin.

Signature

Name of authorized person for bidder with seal

To be printed & executed on Letter head of the supplier company / Indian agent

Format of disclosure of existing customers to whom supply of equipment / service made available in India

CERTIFICATE

This is to certify that M/s. _____ having manufacturing factory / unit at _____ and having registered office at _____ is a company registered and incorporated company under the Law of the land of _____, is our the principal company manufacturing the equipment namely _____. The said equipment has been supplied, installed and successfully commissioned with the users as are listed with their addresses in annexure hereto.

This is also to certify that we have not supplied above named equipment to any of the users in India at the cost less than the price quoted by us to Director, BBCI, within the period of last six months.

Signature

Name of authorized person for bidder with seal

TECHNICAL COMPLIANCE FORMAT

Technical specifications for supply & installation / commissioning of ELECTROSURGICAL UNIT WITH VESSEL SEALING

Sr. No.	BBCI tender specification	Technical offer of the bidder	Compliance	
			Yes / No.	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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17				
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20				
21				
22				
23				

**DR BHUBANESWAR BOROOAH CANCER INSTITUTE
Gopinath Nagar, Guwahati-781016, Assam**

**COMMERCIAL OFFER / PRICE BID
(Part-II of the Tender)**

Name of the equipment:

Total cost of ownership for a period of 10(ten) years.

Following points shall be considered for arriving the lowest quoted bidder amongst the technically acceptable offers. :

- 1) Total cost shall mean and include all taxes, duties and levies by Government.**
- 2) The total cost of equipment for comparative purpose shall be calculated as under:
For foreign currency quote CIF cost of the equipment with standard & essential accessories CIF value converted in INR (*conversion factor on the date of opening of the financial bids will be considered*) + applicable taxes, duties, govt. levies as imposed from time to time + 2 years comprehensive warranty + 8 years Comprehensive AMC charges – Buy Back Offer (if any). For quotes in INR cost after applicable taxes, duties, govt. levies etc. without octroi will be considered + 2 years comprehensive warranty + 8 years Comprehensive AMC charges – Buy Back Offer (if any).
- 3) Bidders are advised to submit price bid in the enclosed prescribed format.**
- 4) If 2 years warranty and 8 years AMC (comprehensive) are not mentioned, BBCI reserves right to reject offer.**

DR BHUBANESWAR BOROOAH CANCER INSTITUTE
Regional Cancer Centre
Gopinath Nagar, Guwahati-781016, Assam

PART - II

COMMERCIAL OFFER / PRICE BID

Name of the item/equipment/ service (complete in all respect i.e. Basic equipment with necessary accessories and consumables) _____

Sr. No.	Particulars	Basic unit price	GST %	Total unit price (after GST)	Qty.	Total price after GST (for 2 units) (indicate currency)
1.	Ex-works cost of the complete item with 2 years of warranty (including training as per tender)				2 nos.	
2.	Discount offered on the price of the basic equipment					
3.	Add : Inland handling, Packing and forwarding charges upto the Port of shipment/boarding					
4.	Total FOB cost					
5.	Agency Commission charges to be paid to Indian agent (if any to be paid in Indian rupees)					
6.	Freight & Insurance charges etc. from the country of Origin to the port in India					
7.	Shifting charges from the place of off-loading i.e. airport / seaport in India to the place of installation (e.g. clearing charges, insurance charges in India etc.)					
8	Total CIF Price/Cost					
9.	INR price for indigenous supply (if any)					
10	Comprehensive Annual Maintenance Contract (AMC) for the period of 8 years payable periodically after warranty (<i>exclusive of GST/taxes</i>) (No exclusion). AMC charges should be quoted in INR only. <i>Net of discounts</i>					
11	Total cost of equipment for 10 years (excluding customs duty) for arriving at L1 (i.e. Equipment cost with 2 year warranty and 8years Comprehensive AMC charges)					
12	Turnkey cost (if any)					
13	Customs duty and other statutory levies to be added by the Purchaser (not to be filled by the tenderer)					
14	Specify other charges, if any					

Certified that the above information is correct & true to the best of my knowledge and belief. In case any information is legal suppressed, and /or found false and incorrect, the under signatory will be personally responsible for the consequences, and that the tender is liable to be rejected summarily without assigning any reason.

Signature

Name of authorized person for bidder with seal

Date:

Schedule - I

Technical Specification for ELECTROSURGICAL UNIT WITH VESSEL SEALING

1. Electrosurgical (ES) unit should have monopolar, bipolar and vessel sealing (any type of energy source) modes.
2. ES Generator should operate with tissue sensing which can measure tissue impedance more than 400,000 times per second, with dynamic adjusting of impulse characteristics. The technical characteristics and details have to be provided.
3. There should be large LCD display which is clearly visible in bright ambient light.
4. The display should be intuitive
5. The connected electrode should be clearly indicated in the display.
6. There should settings for be pure cut, blended cut and settings suitable for endoscopic cutting clearly indicated in monopolar mode, with adjustable power outputs.
7. There should be general coagulation and additional soft coagulation, spray coagulation and immersed (saline/water) coagulation available in monopolar mode.
8. Bipolar coagulation should have precise and forced mode.
9. Bipolar mode should have autosensing autostart with user adjustable delay settings and pedal switch operation.
10. Bipolar coagulation should have saline immersed coagulation capability.
11. There should be inbuilt cable length compensation for uniform electrosurgical (ES) operation.
12. It should be possible to plug-in 4 or more instruments to the ES Unit
13. The ES Unit should have universal sockets should be able to accept 3rd party ES accessories of standard dimensions.
14. The ES Unit should be completely safe to the user and the patient.
15. Vessel sealing should have auto stop, with audio indicator.
16. Vessel sealing should be able to seal vessels upto 7 mm dia, with burst pressure of above 320mmHg.
17. The lateral thermal conduction in vessel sealing mode should be less than 2 mm.
18. Vessel sealing mode should be capable of bloodless dissection through mixed tissues with vascularity.
19. Vessel sealing should have capability of storage of multiple user specific settings.
20. Vessel sealing can use any form of energy – (e.g. electrical, ultrasound etc)

21. The ES Unit should be Argon Beamer Compatible.
22. All foot switches should be flame-safe for anaesthetic gases, and submersible.
23. The ES unit should have foot switches for every mode/module.
24. The Standard Accessories should include multiple reusable hand instruments for both open and laparoscopic surgery in all three modes, and adaptor (if any is required) and cables for TURBT/TURP and Endoscopic instruments like sphincterotomes.
25. The ES Unit and all accessories should have US FDA/CE certification of safety.
26. The device should be software upgradable.

Additional Optional Items:

1. Argon beamer for APC (Continuous, pulsed, forced modes) with probe, filter and other accessories.
2. Vessel Sealing hand instruments of different dimensions and shapes with inbuilt cutting device for open surgeries
3. Vessel sealing hand instruments of different dimensions and shapes with inbuilt cutting device for laparoscopic surgeries
4. ES accessories for TURP/TURBT

Note : Any software or hardware component required for proper functioning of the Electrosurgical Unit with Vessel Sealing which may have been overlooked in the specification should be supplied by the vendor without any additional cost.