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भारत सरकार
GOVERNMENT OF INDIA
चिकित्सा अधीक्षक का कार्यालय
OFFICE OF THE MEDICAL SUPERINTENDENT
वी. एम. एम. सी. एवं सफदरजंग अस्पताल
V.M.M.C. & SAFDARJUNG HOSPITAL
नई दिल्ली – ११००२६
NEW DELHI-110029

सं. _____
No.

दिनांक _____
Dated

ADVERTISED TENDER ENQUIRY

The president of India invites Sealed bids from eligible bidders for the supply of the following goods.

Tender No.	Brief description Of Goods	Qty.	Bid Opening Time Date (Hrs)	Amount of bid Security (in Rs.)
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SECTION - I INVITATION FOR BIDS (IFB)

Interested eligible bidders may obtain further information in respect of the bidding documents at the office and address given above :-

A Complete set of bidding documents may be obtained by any interested eligible bidder from the Medical Store, Safdarjang Hospital, New Delhi - 110029 10.00 hrs. to 13.00 hrs. on full working days & receipt of the bid indicated above, on submission of a written application on the letter head (without which the representative of the bidder will not be allowed entrance into the building) to the above and upon payment of a non-refundable fee of Rs. _____ Rupees _____) and by cash of money order or in form of crossed demand draft in favour of "Medical Superintendent, Safdarjang Hospital, New Delhi-110029" payable at New Delhi.

All bids, from bidders who are not registered with Ministry of Health & Family Welfare/ DGHSNO/ DGS & D/ NSIC, must be accompanied by a Bid Security for the amount mentioned above and must be delivered to the above office on or before the date and time of receipt of bid mentioned above. For the equipments, enlistment of the India agent of foreign manufacture under the Scheme of Department of Expenditure, Ministry of Finance is registration of a general nature and it has been further Clarified at Point No. 6 of the aforesaid registration Certificate that it does not confer on the Indian agent the Status of an approved supplier registered with DGS & D. Hence, Such agents are not exempted from

Submitting the bid Security.

Bids will be opened in the presence of bidders representative who choose to attend the Bid opening at the date, time and address mentioned above.

The purchaser will grant a margin on preference to the goods manufactured indigenously in accordance with the procedure outlined in the bidding documents.

It is the responsibility of the bidders to see that the completed bidding documents are deposited in Tender Box, kept outside Medical Supdt. Office in Medical Superintendent Block, Safdarjang Hospital, New Delhi by the time and date Stipulated for receipt as above failing which the would be Considered late and rejected. Mere handling over of the bidding documents at reception counter or at any other counter of room or person cannot be considered as submission of bid.

The bid documents are non-transferable.

C.M.O. (MEDICAL STORE)
For Med. Supdt.

SECTION II - INSTRUCTION TO BIDERS

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SECTION - II INSTRUCTIONS TO BIDDERS (ITB)

A INTRODUCTION

01. Source of funds

01.01 The Safdarjang Hospital is expected to receive funds from the consolidated fund of India during the year _____ towards purchase of Machinery and Equipments and intends to apply part of these funds to eligible payments under the contract(s) for which this invitation for bid is issued.

02. Eligible bidders

02.01 This invitation for bid is open to all the eligible manufacturers and / or their authorized agents.

03. Eligible goods and services.

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

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

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

04. Cost of bidding

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

B. THE BIDDING DOCUMENTS

05. Content of bidding documents

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

- | | |
|------------------------------|----------------------------------|
| a. Instruction to bidders | b. Conditions of contract |
| c. Schedule of requirement | d. Technical Specifications |
| e. Qualification requirement | f. Bid form and price schedules. |
| g. Contract form | h. Special warranty provisions |
| i. Proformas | |

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

06. Clarification of bidding documents

06.01 A Prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by telex or cable at the purchaser's mailing address indicated in the invitation for bids. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than 30 (thirty) days prior to the deadline for submission of bids prescribed by the purchaser. Written copies of the purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

07. Amendment of bidding documents.

07.01 At any time prior to the deadline for submission of bids, the purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

07.02 The amendment will be notified in writing or by telex or cable to all prospective bidders which have received the bidding documents and will be binding on them.

07.03 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OR BIDS

08. Language of bid

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

08.02 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, may also be written in the Hindi language, provided that the same is accompanied by an English translation, in which case, for purpose of interpretation of the bid, the English translation shall govern.

09. Documents comprising the bid

09.01 The bid prepared by the bidder shall comprise the following components :

- a. A bid form and a price schedule completed in accordance with clauses 10, 11 and 12,
- b. Documentary evidence established in accordance with clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- c. Documentary evidence established in accordance with clause 14 that the goods and services conform to the bidding documents and.
- d. Bid security furnished in accordance with clause 15.

10. Bid form

- 10.01 The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents, indication for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.
- 10.02 For the purpose of granting a margin of domestic preference pursuant to clause 27 the purchaser will classify the bid. When submitted, in one of the three groups, as follows :
- a. Group A : Bids offering goods produced and manufactured from small scale industrial units, provided the quality and delivery are suitable,
 - b. Group B : Bids offering goods produced and manufactured from public Sector Undertaking, provided that the quality and delivery are suitable and
 - c. Group C : Bids offering goods produced and manufactured from other units/undertakings or imported, provided the quality and delivery are suitable.
- 10.03 To facilitate this classification by the purchaser, the bidder shall complete whichever is appropriate of the price schedule furnished in the bidding document, is appropriate, provided however that the completion of an incorrect version of the price schedule by the bidder will not result in rejection of its bid but merely in the purchaser's reclassification of the bid into its appropriate bid group.

11. Bid prices

- 11.01 The bidder shall indicate on the appropriate price schedule attached to these documents the unit prices and total bid prices of goods proposed to supply under the contract.
- 11.02 Prices indicated on the price schedule shall be entered separately in the following manner :
- a. for goods offered from within India -
 - i. The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including customs, excise and other duties and sales and other taxes already paid or payable.
 - a) on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory
 - b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf,
 - ii. any sales and other taxes / duties which will be payable on the goods in India if the contract is awarded
 - iii. Charges for inland transportation, insurance (if required) and other local costs incidental to delivery of the goods to their final destination and
 - iv. The cost of incidental services listed in clause 13 of the conditions of contract.
 - b. for goods offered from abroad.
 - i. for price of goods FOB/FOR, port of shipment.
 - ii The price of good quoted CIF port of entry in India. In quoting the prices, the bidder shall use ocean transportation through Indian flag Vessels of Indian origin or through Vessels of shipping conference lines in which India is member Country. Similarly the bidder may obtain insurance services from any NATIONALISED INSURANCE Company in India.
 - iii. Charges for inland transportation, insurance (if required) and other local costs incidental to delivery of the goods from the port of entry to their final destination and
 - iv. The cost of incidental services listed in clause 13 of the conditions of contract.

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

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

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

12. Bid Currencies

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

12.02 Agents and service facilities in India.

- a. If a foreign bidder has engaged an agent in India, it will be required to give the following details in the bid.
 - i. The name of address of the Indian agent with their permanent income tax number.
 - ii. What services the agent renders and.
 - iii. The amount of remuneration for the agent included in the FOB component of the bid price.
- b. The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees using the telegraphic transfer buying rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.

13. Documents establishing bidder's eligibility and qualifications.

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

13.02 The documentary evidence of the bidder's eligibility to bid shall establish to the purchaser's satisfaction that the bidder, at the time of submission of it bid, is eligible as defined under clause 02.

13.03 The documentary evidence of the bidder's qualification to perform the contract if its is accepted, shall establish to the purchaser's satisfaction :

- a. That, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization) by the goods manufacturer or producer to supply the goods in India.

- b. That the bidder has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirements specified in Section VI;
- c. That, in the case of the bidder not doing business within India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the supplier's maintenance, repair and spare parts stocking obligations prescribed by the conditions of contract and / or Technical specification and
- d. Latest and valid income tax clearance certificate of the bidder or its agent.

14. Documents establishing goods eligibility and conformity to bidding documents.

- 14.01 Pursuant to clause 09, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the documents of all goods and services which the bidder proposes to supply under the contract.
- 14.02 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.03 The documentary evidence of the goods and services conformity to the bidding documents may be in the form literature, drawings and data shall furnish :
 - (a) A detailed description of the goods essential, technical and performance characteristics.
 - (b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods used by the purchaser and.
 - (c) A clause-by-clause commentary on the purchaser's Technical specifications demonstrating the goods and services substantial responsiveness to those specifications on a statement of deviations, and exceptions to the provisions of the Technical Specification.
- 14.04 For purpose of the commentary to be furnished to clause 14.03 'C' above, the bidder shall note that standard of workmanship numbers designated by the purchaser in its 'Technical' substitute alternative standards, brand names and / or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent to those designated in the Technical specifications.

15. Bid security

- 15.01 Pursuant to clause 09, the bidder, who is not registered with the ministry of Health & Family Welfare/DGHS/MSO/DGS & NSIC, shall furnish as part of its bid, a bid security of an amount specified in IFB. For the imported equipments, enlistment of the Indian agent of foreign manufacturer under scheme of Department of Expenditure, Ministry of Finance is registration of a general nature and it has been further clarified at Point No. 6 of the aforesaid registration certificate that it does not confer on the Indian agent the status of an approved supplier registered with DGS & dD. Hence, such agents are not exempted from submitting the bid security.

- 15.02 The bid security is required to protect the purchaser against risk of bidder's conduct which would warrant the security's forfeiture, pursuant to clause 15.07.
- 15.03 The bid security shall be denominated in the currency of the bid or in Indian Rupees and shall be in one of the following forms :
- (a) Cash
 - (b) Promissory notes and stock certificates of the General Government or a State Government of Municipal debentures or port Trust bonds of bonds and / or debentures issued by the State financial Corporation or bonds or debentures issued by Corporate Bodies established by or under any General Act (accepted at five percent below market price or at their face value, whichever is less)
 - (c) Post office Cash certificates, National Savings Certificates, Treasury Saving Deposit Certificates, National Plant Savings Certificates, 12 year National Defence Certificates and 10 years Defence Deposit Certificate of 10 years Social Security Certificate Which are not held in the name of the bidder shall not be accepted),
 - (d) Post office Savings Bank Pass Book and
 - (e) Deposit Receipts of Banker's Cheques or Demand Drafts or Bank Guarantees (in the prescribed proforma given in Section VIII issued by any of the scheduled banks as per list given in Section XV).
- 15.04 Any bid from a bidder, who is not registered with the Ministry of Health & Family Welfare / DGHS/MSO/DG & D/NSIC and who fail to furnish notarized copy of the registration certificate for the item quoted not secured in accordance with clause 15.01 and 15.03 will be summarily rejected by the purchaser, as not responsive, pursuant to clause 34.
- 15.05 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 16, but not later than 30 days of the award of contract. The bidders are advised in their own interest to send a pre-receipted challan along with their bid so that the return of bid security, after the bids have been rejected, is made within the stipulation period.
- 15.06 The successful bidder's bid security will be discharged/ returned upon the bidder executing the contract pursuant to clause 34 and furnishing the performance security, pursuant to clause 35.
- 15.07 The bid security may be forfeited :
- (a) If a bidder withdraws its bid or impairs or derogate from the bid in any respect during the period of bid validity specified by the bidder on the bid form of
 - (b) In the Case of a Successful bidder, if the bidder fails
 - i. To Sign the contract in accordance with clause 34 of
 - ii. To furnish performance security in accordance with clause 35

16. Period of Validity of bids

- 16.01 Bids shall remain valid for 180 (one hundred and eighty) days after the date of bid opening prescribed by the purchaser, pursuant to clause 19, A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.
- 16.02 In exceptional circumstances, the purchase may solicit the bidder's consent to an extension of the period of bid validity the request and the responses there to shall be made in writing (or by cable or by telex). The bid security provided under clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required not permitted to modify its bid.

17. Format and Signing of bid

- 17.01 The bidder shall prepare three copies of the bid, clearly marking each 'Original bid' and 'Copy of bid' as appropriate. In the even of any discrepancy between them, the original shall govern.
- 17.02 The original and all copies of the shall be typed or written in indelible ink shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initiated by the persons or persons signing the bid.
- 17.03 The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

D. SUBMISSION OF BIDS

18. Sealing and marking of bids

- 18.01 The bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as 'original' and 'copy'.
- 18.02 The inner and outer envelopes shall be :
- (a) Addressed to the purchaser at the following address :
Medical Superintendent,
Safdarjang Hospital,
New Delhi-110029
 - (b) Bear the invitation for bids (IFB) number and the words 'DO NOT OPEN BEFORE.....'
(here insert the time and date of bid opening)
- 18.03 The inner envelope shall indicate the name and address if the bidder to enable the bid to be returned unopened in case it is declared 'late'.
- 18.04 If the outer envelope is not sealed and marked as required by clause 18.02, the purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.05 Bidder shall submit their bids in two parts as under, if asked for :
- (a) Technical bids, in triplicate, consisting of technical details bringing out clearly in a separate sheet the deviations in specifications if any from that of 'technical Specifications' and also clause -by clause compliance of specifications alongwith the commercial term and conditions and bid security (if applicable).
 - (b) Price bids showing only item wise prices in a separate sealed over inside the main cover.
 - (c) It may be noted that when the main cover is opened on the date and time scheduled for bid opening, only the technical bids will be opened and read out in public.
 - (d) Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Prices bids of others will be returned to them unopened before, opening the prices bids of others.

19. Deadline for submission of bids

- 19.01 Bids must be received by the purchaser at the address specified under clause 18.02 not later than the time and date specified in the invitation for bids (Section I). In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
- 19.02 The purchaser may at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with clause 07, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 19.03 It is the responsibility of the bidders to see that the completed bidding documents are deposited in the Tender Box at Principal & Medical Superintendent Office, Safdarjang Hospital by the time and date stipulated for receipt as above, failing which the bid would be considered late and rejected. Either handing over the bidding documents at reception counter or at any other counter or person can not be considered as submission of bid.

20. Late bids.

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

21. Modification and withdraw of bids

- 21.01 The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 21.02 The bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 0.8.
- 21.03 No bid may be modified subsequent to the deadline for submission of bids.
- 21.04 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in one bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its security pursuant to clause 15.07.

E. BID OPENING AND EVALUATION

22. Opening of bids by purchaser

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

**OFFICE OF THE MEDICAL SUPERINTENDENT
SAFDARJANG HOSPITAL
NEW DELHI - 110029**

The bidder representatives who choose to attend the bid opening, shall bring with them a letter of authority from the bidder on the letter head for having been authorized to be present at the time of opening of the bid. In the absence of such a letter of authority, the representative will not be allowed to present and / or to attend the bid opening. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a Holiday for the purchaser, the bids shall be opened at the appointed time and location on the next working day.

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

23. Clarification of bids

- 23.01 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and to change in the price or substance of the bid shall be sought, offered or permitted.

24. Preliminary examination

- 24.01 The purchaser will examine the bids to determine, whether they are complete, whether any computational error has been made, whether required bid security has been furnished, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 24.02 Bids from agents without proper authorization from the manufacturers as per section XI and principal's original proforma invoice with break-up price shall be treated as non - responsive and shall be rejected.
- 24.03 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction on the errors, its bid will be rejected. If there is a discrepancy between the words and figures, the amount in words shall prevail.
- 24.04 Prior to the detailed evaluation, pursuant to clause 26, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations, the purchaser's determination of the bid's without recourse to extrinsic evidence.
- 24.05 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder any correction of the non-conformity.
- 24.06 The purchaser may waive any minor informality or non conformity or irregularity in bids which does not constitute material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

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

25. Conversion to single currency

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

26. Evaluation and comparison of bids

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

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

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

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

26.03 The comparison shall be off FOR site and delivered and commissioned at consignee's end.

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

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

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

- a. Inland transportation, insurance and incidentals :

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

b. Delivery schedule

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

c. Deviation in payment schedule :

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

d. Cost of spare parts and maintenance service :

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

e. Cost of installation and commissioning :

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

f. Guarantee/warranty :

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

g. Performance and productivity of the equipment :

Bidder shall state the guarantee performance of efficiency of the equipment. For each drop in the performance of efficiency below the 'norm of 100' an adjustment of 1% of the bid price will be added to the bid price for each point drop.

27. Domestic Preference

27.01 In the comparison of evaluated bids, the purchaser will grant a margin of [reference of goods in accordance with the following procedures, provided the bidder shall have established to the satisfaction of the purchaser that the goods are eligible for price / purchase preference.

- 27.02 The purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their bid forms and price schedule, pursuant to clause 11.
- 27.03 All evaluated bids in each group will then be compared among the selves, to determine the lowest evaluated bid of each group will next be compared with the lowest evaluated bids from group 'A' being the lowest, it will be selected for the award of the contract. .
- 27.04 If, as a result of the preceding comparison, the lowest bid is from group C, all group C bids will then be further compared with the lowest evaluated bid from group A, after adding to the evaluated bid price of the goods offered in each group C bid for the purpose of this further comparison only up to 15% of the evaluated bid price of such goods to group C bids. All group B bids may be considered for a purchase preference of up to 10% over the bids from group A & group C, if they happen to be competitive and responsive.

If the group A or B bid in the further comparison is the lowest, it will be selected for award. If not, the lower evaluated bid from C as determined from the comparison under clause 27.03 as above, will be selected.

- 27.05 However, the quantum of price/purchase preference to be allowed shall be determined by the purchaser on the merits of individual cases based on the prevailing government policy and his decision shall be final and binding and no representations on this ground shall be entertained by the purchaser and / or of the Government of India.

28. Contacting the purchaser

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

F. AWARD OF CONTRACT

29. Post qualification

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

30. Award criteria

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

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

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

33. Notification of award

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

34. Signing of Contract

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

35. Performance Security

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

CHECK-LIST

For the faster evaluation of the bids, the bidder should ensure that the following information/documents are included alongwith the bidding documents.

1. Bid security/valid registration as per clause 15 ITB (instructions to bidders).
2. Original Performa Invoice from the foreign Principal / Manufacturer giving break-up of the price, net FOB, Indian Agents Commission, estimated freight & Insurance etc. in case of imported equipments (to be attached with the price-bid in case the bids are to be submitted in two parts.)
3. A certificate from the foreign Principal Manufacturer that the rate quoted is their international rate (for imported equipments).
4. Bid form & Price Schedule as per format in section VII of Tender enquiry.
5. Five Years AMC/CMC charges.
6. Rate certificate indicating that they have not supplied the said equipment to any individual, Govt. or private institution at a rate lower than the quoted rate.
7. Manufacturer's Authorizations form (MAF) on the format as per section XI of tender enquiry. The person signing the MAF should be competent & having power of attorney to bind the manufacturer. Copy of notarized power of attorney should be attached (as footnote on section XI of tender enquiry).
8. If there are any printed terms and conditions, the bidder should certify that "I we are withdrawing the printed terms and conditions and agree to abide by the terms & conditions of the tender enquiry".
9. Notarized copy of power of attorney to the signatory, who has signed the bidding documents.
10. Confirmation to the effect that there will be no incidental charges.
11. Performance statement as per section VI-A of the tender documents with Documentary Proof e.g. performance certificate from the institutions where the equipments is working satisfactorily.
12. Copies of the supply order/contract from other institutions where the equipment has been supplied earlier by the bidder. (to be attached with the price-bid, in case the bids are to be submitted in two parts).
13. Written confirmation from the Principal manufacturer that they will be solely responsible during Guarantee/ Warranty & AMC period even when the Indian Agent is Changed during this period (for imported equipments).
14. Copies of the constitution of the company if it is proprietary partnership firm.
15. The copy of the enlistment of the Indian Agent with Directorate General of Supplies & Disposals under the compulsory Registration Scheme of Department of Expenditure, Ministry of Finance (for imported equipments).

The bid / bids lacking in these documents / information will be death with as per clause 24 of the ITB (Instructions to Bidders).

Note : This check-list is for the convenience of the bidders & not exhaustive. The bidder is advised to go through detailed tender enquiry before submitting the bids.

SECTION III - CONDITIONS OF CONTRACT

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SECTION - 111 CONDITIONS OF CONTRACT (COC)

01. Definition :

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

The contract means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

The contract price means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.

The goods means all of the equipments, machinery and / or other material which the supplier is required to supply to the purchaser under the contract.

Services means services ancillary to the supply of the goods, such as transportation and insurance and insurance and any other incidental services, such as installation commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract.

The purchaser means the President of India and includes its successor's or assignees. The supplier means the individual or firm supplying the goods under the contract and includes its successors or assignee's and, the Secretary means the secretary of the Ministry of Health & Family welfare of the Department of Health and includes Additional Secretary or Joint Secretary in the said Ministry or department, the Director General of Health Services, Additional Director General / Deputy Director General of Health Services and any officer of the said directorate General of Health Service who is authorized for the time being to execute relevant contracts relating to the purchase and supply of goods on behalf of the President of India.

02. Application

02.01 These conditions of contract shall apply to the content they are not superseded by provision in other parts of the contract.

03. Country of origin

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

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

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

04. Standards

04.01 The goods supplied under this contract shall conform to the standards mentioned in the "Technical Specifications" and when no applicable standard is mentioned, to the authoritative standard appropriate to the goods country or origin and such standards shall be at the latest issued by the concerned institution.

05. Use of contract of documents and information

- 05.01 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any Specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 05.02 The supplier shall not, without the purchaser's prior written consent, make use of any documentary information enumerated in clause 05.01 except for purpose of performing the contract.
- 05.03 Any document other than the contract itself, enumerated in clause 05.01, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

06. Patent rights

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

07. Performance Security

- 07.01 Within 30 (thirty) days after the purchaser's issue of notification of award, the supplier, who is not registered with the Ministry of Health & Family Welfare/DGHS/MSD/DGS & D/NSIC, shall furnish performance security to the purchaser for an amount of 5% (five percent) of the contract value, valid up to 90 (ninety) days after the completion of performance obligations including warranty obligations.
- 07.02 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 07.03 The performance security shall be denominated in the currency of the contract or in Indian Rupees and shall be in one of the following forms :
- 07.03a Cash
- 07.03b Promissory notes and stock certificates of the Central Government or a State Government or municipal debentures or Port Trust bonds and / or debentures issued by the state Financial Corporations or bonds or debentures issued by Corporate Bodies established by or under any Central Act (accepted at five per cent below their market price or at their face Value; whichever is less),
- 07.03c Post "Office 'cash certificates, National Savings Certificates, Treasury Savings Deposit Certificates National Plan Savings Certificates, 12-year National Defence Certificates and 10-year defence Deposit Certificates or 10-year Social Security Certificates Which are not held in the name of the bidder shall not be accepted)

07.03d Post Office Saving Bank Pass Book and

07.03c Deposit Receipts or Banker's Cheques or Demand Drafts or Bank Guarantee (in the prescribed proforma given in section X issued by any of the scheduled banks as per list given in section XV).

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

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

08. Inspection and tests

08.01 The purchaser or its representative shall have the right to inspect an/on to test the good's to confirm their conformity to the contract. The Technical specifications and Inspection authority and special test details indicated in section XIII shall specify what inspections and tests, the purchaser requires and where they are to be conducted, the purchaser shall notify the supplier in writing on the identity of any representatives for this purpose.

08.02 The inspections and tests may be conducted on the premises of the supplier or its subcontractor (s), at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

08.03 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations, necessary to meet specification requirements free of cost to the purchaser, within a period of 45 (forty-five days) of intimating such rejection.

08.04 The purchaser's right to inspect, test and where necessary, reject the goods after the good's arrival at the final destination shall in no way be limited or waived by reason of the goods having previously being inspected, tested and passed by purchaser or its representatives prior to the good's dispatch from the place of manufacture.

08.05 Nothing in clause 08 shall in any way release the supplier from any warranty or other obligations under the contract.

09. Packing

09.01 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage. Packing case size and weights shall take into consideration, where applicable, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. In addition, the supplier shall also take into consideration the limitations of the packing size acceptable of inland transportation in India by rail/road and make necessary arrangement for the goods smooth transportation up to the final destination specified in the contract.

09.02 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract and subject to clause 18, in any subsequent instructions ordered by the purchaser.

09.03 Packing Instructions :

The supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper print, the following :

09.03a Brief description of goods,

09.03b Contract no. and date,

09.03c Country of origin of goods,

09.03d Supplier's name and address

09.03e Packing list reference number and

09.03f Consignee's name and full address

10. Delivery and documents

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

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

10.03

10.03a For imported goods :

Within 24 hours of shipment, the supplier shall notify the purchaser, port consignees, ultimate consignees, paying authority, chartering wing of the Ministry of Shipping & Transport, indentor, bankers opening the letter of credit and the insurance company by cable or telex or fax, the full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading/air way bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of discharge, etc. The supplier shall mail the following documents to the purchaser and authorities as indicated against each immediately on shipment :

Documents		Post Consignee	Ultimate consignee	Playing authority	Purchaser	Min. of Shipping	Indentor	Bank	Insurance Company
Bill of Lading/Air way Bill	Original (Copy)	1 2	2	11	11	1	1		
Freight Memo		3	2	1	1	1	1	1	
Signed copies of Invoice		1			1			1	
Invoice		2	2	1	1	1	1		1
Packing List		3	2	1	1	1	1		
Country of origin Certificate		3	2	1	1	1	1		
Drawings/sketches showing dimensions		3	2		1	1	1		
Literature/catalogue		3	2		1		1	1	
Manufacturer's supplier's guarantee certificate		3	2	1	1	1		1	1
Insurance certificate		3	2	1	1	1	1	1	1
Inspection certificate		3	2	1	1		1	1	

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

- 10.03b For domestic goods :
 Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, indentor and the paying authority, the full details of dispatch and also shall supply following documents :
- 10.03b.i Copies of supplier's invoice showing goods description, quantity, unit price and total amount.
 10.03b.ii Railway receipt/consignment note/acknowledgment for receipt of goods from the consignee(s).
 10.03b.iii Manufacturer's/ supplier's guarantee certificate
 10.03b.iv Inspection certificate issued by the nominated inspection agency, where applicable, and the supplier's factory inspection report.
 10.03b.v Certificate of origin and
 10.03b.vi Any other documents specified in the notification of award/contract.

11. Insurance

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

12. Transportation

- 12.01 Where the supplier is required under the contract to deliver the goods F.O.B., transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.
- 12.02 Where the supplier is required under the contract to deliver the goods C.I.F. or to a specified destination within India, transport of the goods to the port of discharge or such other point in India as shall be specified in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.
- 12.03 Where the supplier is required to effect delivery under any other terms, for example, by post or to another address in India, the supplier shall be required to meet all transport and storage expenses until delivery.
- 12.04 In all the above cases, transportation of the goods after delivery shall be the responsibility of the purchaser.
- 12.05 Where the supplier is required under the contract to deliver the goods C.I.F., no further restriction shall be place on the choice of the ocean carrier except that the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country. Where the supplier is required under the contract (I) to deliver the goods F.O.B. and (ii) to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessel or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.
- 12.06 In case of F.O.B. contract, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, time at least 6 (six) weeks in advance for finalising the shipping arrangement as per section XIV, through Fax / Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi, India Within 3 (three) weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering Shipping Co-ordination Officer will advise the supplier, through Fax/telex and courier when and on board what vessels, these goods or such part thereof are to be delivered.
- 12.07 If the advice for shipping arrangement is not furnished to the supplier, within 3 (three) weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than 15 (fifteen) days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.
- 12.08 Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charge incurred by the purchaser whatsoever.

12.09 The supplier shall not arrange part-shipments an/or transshipment without the express/prior written consent of the purchaser.

13. Incidental charges

13.01 As specified in the contract form, the supplier may be required to provide any or all of the following services :

13.01.a Performance or supervision of non-site assembly and/or start-up of the supplied goods,

13.01.b Furnishing of tools required for assembly and / or maintenance of the supplied goods,

13.01.c Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods,

13.01.d Performance or supervision of maintenance and / or repair of the supplied goods, for the period-of warranty specified in the contract form provided that this service shall not relieve the supplier of any warranty obligations under the contract and.

13.01.e Conduct of training of the purchaser's personnel, at the supplier's plant and / or on-site (as specified in the bidding documents), in assembly, start-up, operation, maintenance and / or repair of the supplied goods.

This cost shall be included in the contract price)

13.02 Prices charged by the supplier for the preceding incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

14.01.a Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract,

14.01.b In the event of termination of production of the spare parts :

14.01.b.i Advance notification, the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and

14.01.b.ii Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

14.02.a Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and establishment of letter of credit.

15. Warranty

- 15.01 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in India, i.e. the country of final destination.
- 15.02 The warranty shall remain valid for 24 (twenty four) months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed, commissioned, and taken over by the consignee to the entire satisfaction of the purchaser.
- 15.03 The purchaser/indenter shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.04 Upon receipt of such notice, the supplier shall with all reasonable speed, repair or replace the defective goods or parts thereof; free of cost at the ultimate destination. The supplier shall take over the replace parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- 15.05 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.
- 15.06 The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced part

16. Payment

- 16.01 Payment for imported goods:

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

- 16.01.ai. On shipment

90% of the contract price shall be paid through irrevocable letter of credit established in favour of the foreign supplier through the Bank of Baroda on the bank in the supplier's country, on submission to blank of Baroda on a bank in the supplier's country on submission to bank of document specified in clause 10.03 and further following document :

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

16.01.a.ii On final acceptance

10% of the contract price of goods received shall be paid on receipt of goods, on demonstration and successful commissioning of the equipment and a performance guarantee for the like amount valid for the period of guarantee/warranty in the proforma given in section XVI from any scheduled bank as per list given in section XV.

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

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

On final acceptance :

100% of the contract price shall be paid to the contractor on demonstration & successful commissioning of the equipment subject to furnishing a performance bond for 10% of the contract price valid till the warranty period.

16.01.c Payment for incidental services including supervision :

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

16.01.ci Where payments are to be effected through letter of credit, the same shall be subject to the regulations of the Reserve Bank of India.

16.01.cii The letter of credit will be confirmed at supplier's cost if requested officially by the supplier and

16.01.ciii If letter of credit is required to be extended/reinstated for reasons not attributed to the purchaser, the charges thereof shall be to the supplier's account.

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

16.03 Payments shall be made promptly by the paying authority on submission of claim by the supplier.

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

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

17. prices

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

18. Change orders

18.01 The purchaser may at any time, by a written order given to the supplier pursuant to clause 31, make changes within the general scope of the contract in anyone or more of the following :

18.01.a Drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser.

18.01.b The method of shipment or packing,

18.01.c The place of delivery or

18.01.d The services to be provided by the supplier.

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

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

21.01 The supplier shall notify the purchaser in writing of all subcontract awarded under the contract, if not already specified in his bid. Such notification, in the original bid or later shall not relieve the supplier from any liability or obligations under the contract.

21.02 Subcontracts must comply with the provisions of clause 03.

21.03 Subcontract shall be only for sought-out items and sub-assemblies.

22. Delays in the supplier's performance

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

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

Forfeiture of its performance security,
Imposition of liquidated damages and/or
Termination of the contract for default

22.03 If at any time during the performance of the contract, the supplier or its subcontractor(s), should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

23. Liquidated damages

23.01 For delays

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

23.02 For shortfall in equipment performance

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

24. Termination for default

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

24.01.a If the supplier fails to deliver any or all of the goods or perform the services within the time period Specified in the contract or any extension thereof granted by the purchaser pursuant to clause 22.

Or

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

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

25. Force Majeure

25.01 Notwithstanding the provisions of clause 22, 23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if an to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an even of force majeure.

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

25.03 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause there of. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.01 The purchaser may at any time terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

27. Termination for convenience

27.01 The purchaser, may be written notice sent to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

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

27.02.a To have any portion completed and delivered at the contract terms and prices and/or

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

28. Resolution of disputes

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

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

28.03 The dispute resolution mechanism to be applied pursuant to clause 28.02 shall be as follow :.

28.03.a In the case of a dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law, appointed to be the arbitrator by the Director General, Health Services. The award of the arbitrator shall be final and binding on the parties to the contract subjected to the proviso that the arbitrator shall give reasons award in case the value of claim in a reference exceeds Rupees on lakh (Rs. 1,00,000/-).

28.03.b In the case of dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with the provisions of sub-clause 'a' above. But if this be not acceptable to the supplier, then the dispute shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

28.03.c The Indian Arbitration Act, 1940, the rules there under and any statutory modifications or reenactments thereof, shall apply to the arbitration proceedings.

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

31.01 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable or fax and confirmed in writing to the address specified for the purpose in the notification of award/contract.

31.02 A notice shall be effective when delivered or on the notice's effective date, whichever is later..

32. Taxes

32.01 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.

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

SECTION IV : SCHEDULE OF REQUIREMENT

Part - I

Item No.	Brief description of goods	Quantity	Delivery Period
-----------------	-----------------------------------	-----------------	------------------------

Note :

1. All the material should be the well sparked to avoid any breakage during transit

Part - II : SCOPE OF INCIDENTAL SERVICES :

- a. Demonstration of satisfactory performance of supplied goods after its installation & commission to be done by the supplier at the earliest.
- b. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods :

TERMS OF DELIVERY :

F.O.B. port of shipment..... (for imported goods is supplied directly from foreign)
(However, the prices of C.I.F. Delhi basis should also be quoted)

F.O.R. Destination to For imported goods if supplied from undermentioned Indian by Rail / Road.

Consignee

: The Medical Superintendent, Safdarjang Hospital; New Delhi - 110029

SECTION - V TECHNICAL SPECIFICATIONS

As per enclosed Annexure - A

SECTION VI - QUALIFICATION CRITERIA

(Referred to in Clause 13.03 of ITB)

01. The bidder must be a manufacturer or his authorized agent (specifically against this bid for the subject goods) and had successfully executed contracts for similar and / or identical goods in the past three years prior to the date of bid opening in support of this, the bidder shall furnish performance statement in the enclosed proforma 'A'.
02. Bidders, meeting the above requirements except for successful execution of contract for last three years, may also participate in the bidding process, provided by they have valid ongoing collaborations agreement with a manufacturer, who, in turn, fully meets the criteria specified in clause 01 above and provided also, the bidder furnished an undertaking jointly executed by it and the collaborator for satisfactory designs, manufacture, erection, commissioning and performance of the goods and services offered including all warranty obligations.
03. The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current / present commitments. The bidder shall also furnish details of equipment and quality control in the enclosed proforma 'B'.
04. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

PROFORMA 'A'

Proforma for performance statement
(for the period of last three years)

IFB No. :
Date of Opening :
Time : (hr.)

Name and address of the bidder

Name and address of the manufacturer

order placed by full address of purchaser	Order No. and date	Description & Quantity of ordered goods and	Value of Order (Rs.)	Date of completion of contract as per actual contract	Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily(attach documentary proof	
1	2	3	4	5	6	7	8

Signature and seal of the bidder

Note : Please indicate major orders only.

PROFORMA 'B'

Proforma for equipment and quality control employed by manufacture

IFB No.
Date of Opening
Time

Name and address of the bidder

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

- 01 Name of the manufacturer
 - A. Full postal address
 - B. Full address of the premises
 - C. Telegraphic address
 - D. Telefax number
 - E. Telephone number
 - F. Fax number
- 02 Plant and Machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a) Normal
 - b) maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - A. For incoming materials and bought-our components
 - B. For process control
 - C. For final product evaluation
- 07 Test certificates held
 - A. Type test
 - B. BIS/ISO certification
 - C. Any other
- 08 Details of staff
 - A. Technical
 - B. Skilled
 - C. unskilled

Signature and seal of the bidder

SECTION VII - BID FORM PRICE SCHEDULE

Date :
IFB No.

To,
The President of India,
Through Medical superintendent
Safdarjang Hospital,
New Delhi - 110029

Gentlemen,

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

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

If our bid is accepted, we will obtain the guarantee of a bank in sum not exceeding 5 (five) percent of the contract price of the due performance of the contract.

We agree to abide by this bid for a period 280 (two hundred and eighty) days from the date fixed for the opening under clause 22 of the instruction of that period.

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

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

Dated this _____ day of _____ 200

Signature

(In the capacity of)

Duly authorized to sign bid for an on behalf of :

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

1	2	3	4	5				6	7	8	9		
SI No.	Item description	Country of origin	Qty	Ex factory ex-ware-house/ ex-show-room off-the shelf	Excise duty if any	Packing and for warding	Inland transportation	Insurance and incidental costs	Incidental services (including supervision)	Unit Prices including excise duty	Total Prices including excise duty	Sales and other taxes payable if contract is awarded	Domestic Value added in the cost as % of ex-factory prices in column 5 (a)
			(a)	(b)	(c)	(d)	(e)	(f)	[a+b+c+d+e+f]	4 x 6			

Total bid prices in Rupees :
In words :

Signature of bidder
Name
Business address

Place
Date

Note :

- i. In case of discrepancy between unit prices and total prices, the unit shall prevail.
- II. The bidder shall give list of spares for two years operation separately indicating description, quantity, unit price and total prices in the above format for those items whose scope of supply of supply includes spare parts as per "Technical Specifications" given in Section VI.
- iii. For column 9, break -up of the domestic value added, mainly value of materials, labour and overhead should also be indicated separately as specified in clause 27 of instructions of bidders and also furnish necessary documents in support of the bidder's claim of being a SBI or a PSU.

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5			6	7	8	9	10	11
SI No.	Item description	Country of origin	Quantity	Price per unit	Unit Price	Unit Price	Unit price	Total price	Indian agent's Name	Indian agent's commission as a% of FoB price including the quoted price	Shipment weight and Volume	Inland transportation charges
				Unit price of port of loading	Unit Price at port of Entry	Incidental (including super vision)	[c+d]	4 x 6				
				a	b	c						

Total bid prices in foreign currency :
 In words :

Signature of bidder
 Name
 Business address

Place
 Date
 Note :

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

SECTIO VIII - BID SECURITY FORM (BANK GUARANTEE).

To,

The President of India,
Safdarjang Hospital,
New Delhi.

Whereas _____ (name of bidder) hereinafter called “the bidder”) has submitted has bid dated _____(date) for the supply of _____ hereinafter called “the bid”)

Know all men by these presents that we _____ of _____
_____ having registered office at _____ (hereinafter called “the bank”) are bound unto The President of India (jereomafter) called “the purchaser”) in the sum of _____ for which payment well and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Seals with common seal of the said bank, this _____ day of _____ 200

THE CONDITIONS of this obligations are :

1. If the bidder eithdraws its bid during the period of bid validity specifid by the bidder on the bod from or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - a) Fails or refuses to execute the contact form, if required or
 - b) fails or refuses to furnish the performance security, in accordance with the instructions to bidders.

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

This guarantee will remain in force up to and including 60 (sixty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than above date.

Date

Place

(Signature of the bank seal)

Witness

SECTION IX : CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 200_____ between the President of India (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) hereinafter “the supplier) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract referred to.
02. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz.
 - a) The technical specifications
 - b) The conditions of contract and
 - c) The purchaser’s notification of Award
03. In consideration of the payments to made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby convents with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects the provisions of contract.
04. The purchaser herby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under.

S.No.	Brief description of Goods/services	Quantity to be supplied	Unit Price	Delivery terms (FOB/CHF/FOretc.)
-------	-------------------------------------	-------------------------	------------	----------------------------------

Total value

Delivery schedule

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

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

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

SECTION X - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To,

The President of India

Whereas _____ (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No.

_____ dated _____ 200 _____ to supply (description of goods and services) (hereinafter called “the contract’)

And Whereas we have been stipulated by you in the said contract the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified in accordance with the contract.

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

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to total of _____ (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavi 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 no change of addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the acceptance certificate issued by the purchaser’s representative.

Signature and seal of the guarantor

Place :

Date :

SECTION XI - MANUFACTURES AUTHORIZATION FORM

(referred to in clause 13.03 ITB)

To,

The Medical Superintendent,
Safdarjang Hospital,
New Delhi - 110029

Dear Sirs,

IFO No.

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

We company or firm or individual, other Messrs _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB as also for all business in the entire territory of India,

An agency commission of _____ % included in the gross exworks prices is payable to Messrs. _____

We hereby extend our full guaranty and warranty as per clause 15 of the conditions of contract for the goods out other responsibilities include :

1. _____
2. _____
(here specify in detail manufacturer's responsibilities)

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

1. _____
2. _____
(here specify in detail manufacturer's responsibilities)

Yours faithfully

(Name of Manufacturer)

For and on behalf of Messrs _____ (Name of Manufacturer's)

Note : This letter of authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarized power of attorney should also be furnished.

SECTION - XIII

INSPECTION AUTHORITY & SPECIAL TEST DETAILS

(referred to in Clause 08.01 of COC)

Inspection Authority	:	Medical Superintendent, Safdarjang Hospital, New Delhi - 1100 29
Inspecting Officer	:	Medical Superintendent, Safdarjang Hospital, New Delhi - 1100 29
Place of Inspection	:	At the Place of consignee after receipt and installation of goods
Test details	:	The goods shall be tested for its conformity to the accepted specifications and services specified in the contract and to prove its guaranteed performance.

Note : Supplier shall give a quality assurance certificate for the supplied goods.

SECTION - XIV

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

(Referred to in clause 12.06 of COC)

S. No.	Name of the supplier with postal/telegraphic address	Name of the consignee with postal/telegraphic address	Description of goods	Quantity	Cargo availability whether shipload or partial, if partial	Period over which shipment to be completed	Loading Port	Discharge Port	Nature of Contract, FOB or DFR or CIF or FOR	Any special condition in the contract relating to shipment
1	2	3	4	5	6	7	8	9	10	11

Signature and seal of the supplier

Not : This should be filled in and sent (in duplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and the shipping Co-ordination Officer (in respect of general liner cargoes), Ministry of Surface Transport, New Delhi, with a copy to the purchaser as soon as possible after the relevant contract is finalised and also 6 (six) weeks before readiness of each cargo for shipment.

SECTION XV - LIST OF SCHEDULED BANKS

(Referred to in clauses 15 of ITB 07 7 16 of COC)

A. Nationalised Banks

- 01 Allahabad Bank
- 02 Andhra Bank
- 03 Bank of Baroda
- 04 Bank of India
- 05 Bank of Maharashtra
- 06 Central Bank of India
- 07 Canara Bank
- 08 Corporation Bank
- 09 Dena Bank
- 10 Indian Bank
- 11 Indian Bank
- 12 New Bank of India
- 13 Oriental Bank of Commerce
- 14 Punjab National Bank
- 15 Punjab & Sindh Bank
- 16 Syndicate Bank
- 17 Union Bank
- 18 UCO Bank
- 19 United Bank of India
- 20 Vijaya Bank

B. State Bank of India and its Associated Banks

- 21 State Bank of India
- 22 State Bank of Bikaner & Jaipur
- 23 State Bank of Hyderabad
- 24 State Bank of Indore
- 25 State Bank of Mysore
- 26 State Bank of Patiala
- 27 State Bank of Saurashtra
- 28 State Bank of Travancore

C Private Setore Banks

- 29 Bank of Madura Ltd., Madurai
- 30 State Bank of Rajasthan Ltd., Udaipur
- 31 Bareilly Corporation Bank Ltd., Bareilly
- 32 Banaras State Bank Ltd., Banaras
- 33 Bharat Overseas Bank Ltd., Madras
- 34 Catholic Syrian Bank Ltd., Alwaye
- 35 Dhanalakshmi Bank Ltd., Alwaye
- 36 Jammu & Kashmir Bank Ltd., Srinagar
- 37 Federal Bank Ltd., Alwaye
- 38 Karnataka Bank Ltd., Mangalore
- 39 Karur Vysya Bank Ltd.

40	City Union Bank Ltd.
41	Lakshmi Vilas Bank Ltd., Karu
42	Lore Krishna Bank Ltd., Kodangallur
43	Nainital Bank Ltd., Nainital
44	Nedungadi Bank Ltd., Calicut
45	Pnujag Co-operative Bank Ltdd., Amritsar
46	Ratnakar Bank Ltd., Kolhapur
47	Sangli Bank Ltd.,
48	South Indian Bank Ltd., Trichur
49	Tamil Nadu Mercantile Bank Ltd.,
50	United Western Bank Ltd.,
51	Vysya Bank Ltd., Bangalore

D Foreign Banks

52	ABN Amro Bank N.V.
53	American Express National Trust
54	Bank of American National Trust
55	Banque Nationale de Paris
56	Bank of Tokyo Ltd.,
57	British Bank of the Middle East
58	Standard Chartered Bank
59	Citi Bank, N.A.
60	ANZ Grindl Bank Plc.
61	The Sakura Bank Ltd.
62	Sonali Bank
63	Deutsche Bank A.G.
64	Bank of Oman Ltd.
65	Abu Dhabi Commercial Bank Ltd.
66	Bank of Nova Scotia, Toronto
67	Societe Generale, Paris
68	Oman International Bank, S.A.O.G.
69	Bank of Baharain and Kuwait (B.S.C.)
70	Hongkong & Shanghai Banking Corporation Ltd.
71	Credit Llyonnais
72	Barclays Bank. Plc
73	Sanwa Bank, Tokyo

E Non-scheduled Banks

74	Kashi Nath Seth Bank Ltd.,
75	Bari Poab Bank Ltd.
76	General Bank of Kurudwad Ltd.

Note :

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

SECTION XVI- PERFORMANCE BOND (BANK GUARANTEE)

(referred to in clause 16 of COC)

In consideration for the President of India, acting through the Director General of Health Services (hereinafter called the purchaser) having agreed to release the 100% payment of net FOB price under the terms and conditions of a concluded contract No. _____ dated _____
_____ (hereinafter called 'the Contract') for supply of _____
(hereinafter called 'the goods and services') on submission of a Bank Guarantee to satisfaction of the purchaser for the due performance of the said contract.

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

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

We, the bank, under to pay to the purchaser any amount so demanded by the purchaser, notwithstanding.

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

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Medical Superintendent, Safdarjang Hospital certifies that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharged this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise and legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

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

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per terms and conditions of the contract.

Signature and seal of the bank

Place

Date