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Ref.No:.....

Dated.....

**North Eastern Indira Gandhi Regional Institute
of Health & Medical Sciences
(NEIGRIHMS)
Shillong**

**TERMS & CONDITIONS OF TENDER FOR THE SUPPLY OF
MEDICAL EQUIPMENTS, INSTRUMENTS**

FOR

**CONCLUDING RATE CONTRACT FOR SUPPLY OF MEDICAL
EQUIPMENTS, INSTRUMENTS ON RATE CONTRACT BASIS.**

(O.T.INSTRUMENTS)

TO

DIRECTOR, NEIGRIHMS

FOR OFFICE USE

FIRM: M/S. _____

ADDRESS _____

DD: DRAWN ON _____ PAYABLE AT SHILLONG AMOUNT Rs. _____

**OFFICE OF THE
Director, NEIGRIHMS, Shillong**

TENDER DOCUMENT

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OFFICE OF THE
Director
NEIGRIHMS
Shillong
TENDER INVITING NOTICE

TENDER FOR SUPPLY OF MEDICAL EQUIPMENTS FOR NEIGRIHMS SHILLONG

Sealed Tenders are invited from Manufacturers / authorized distributors/importers for supply of Medical Equipments for NEIGRIHMS, Shillong. The tender form can be obtained on payment of **Rs.500/- (Rupees five hundred)** each by Demand Draft in favour of Director, NEIGRIHMS, Shillong from the office of undersigned in working hours from **10.04.2004** till **19.04.2004**.

Terms & conditions:

The bidder should be manufacturer or their authorized dealer/ Importer with authorization dealer certificate to purchase of tender document. Tender documents will be sold to those companies / dealers/ importers only on submission of authentic documents in this regard. First Pre-qualification Bid will be opened. After qualifying pre-qualification then Technical Bid will be opened. After qualifying the Technical Bid, Price Bid will be opened and finalized as per requirement. The EMD & other terms & conditions are mentioned in detail in tender. The tender will be submitted in the form of three bids whose details are as following:

1. Pre-qualification: contains the following documents and EMD.

A. Earnest Money Deposit (EMD) to be submitted in the shape of DD/FDR/Bank Guarantee from a Nationalized Bank in favour of Director, NEIGRIHMS, Shillong valid for the period of 1year.

B. Turnover Certificate from bank/ Chartered Accountant in the form of Affidavit for the last two Years. The turnover of participant will be acceptable and not the company

C. Sales Tax VAT Clearance Certificate for the year of 2004-2005 and Sales Tax/VAT Registration Certificate.

D. Quality Assurance Certificate i.e. ISO 9001-9002

E. Bureau of Indian Standard, ISI, C.E. /FDA, Quality Testing Certificate, AERB Certificate for Radiology Equipment / Radiotherapy equipment may be provided as the case may be.

2. Technical Specification Bid.

Compliance of all technical specification in the form of tender format with users list, Phone Numbers of Users for verifications, catalogue & ISO or other relevant certificate may be submitted.

3. Price Bid.

The price in Foreign exchange converted to Indian Rupees for imported items as per prevailing rates on the date of opening the price bid, and in Indian Rupees only for indigenous items firm and final FOR Destination to all Districts of Shillong may be submitted. The period of validity of the tender shall be one year from the date of opening of price bid and can be extended with the mutual agreement between the Institute and the supplier..

The last date of submission of tender is **27.04.2006** at office working hours on upto **15.30 hours** and will be opened on the next day **28.04.2006** at **12.00 (noon)**. The tenderers or their representatives may remain present during opening of the tender with the authority letter of participant. The undersigned reserve all rights to accept or reject any tender without assigning any reason.

Director, NEIGRIHMS, Shillong.

INVITATION OF BID

FOR SUPPLY AND INSTALLATION OF HOSPITAL EQUIPMENT/ INSTRUMENTS/ in NEIGRIHMS, SHILLONG.

Sealed tenders are invited on behalf of Director, NEIGRIHMS Shillong from manufacturers or their authorized dealers for the supply, installation and maintenance training of Hospital equipments for NEIGRIHMS, Shillong in three envelope system containing **1.E.M.D & other Pre qualification 2. Techno-Commercial bid 3. Price bid.** Cover 1 to contain 2 envelopes, one for EMD & other for Pre-qualification. **First E.M.D. Envelope** will be opened, and if found to be of appropriate amount then Pre Qualification envelop will be opened. The terms & conditions of pre-qualification will be applicable on the participant as per group-wise. The techno-commercial bid will be opened and evaluated only for those bids which qualify in pre qualification bid by the Committee on a further notified date. If necessary, the Technical Committee may ask for demonstration of the equipment on site or otherwise. Price bid of only those bidders shall be opened whose bids are technically found suitable in their presence on a further notice date.

TERMS & CONDITIONS

1. The Companies / Direct Importers / Authorized Dealers should submit their tenders with all supporting documents.
2. EMD has to be submitted in favour of **Director, NEIGRIHMS Shillong** in the form of DD/BG/FDR from any nationalized bank. Tender received without proper earnest money will be rejected straight way.
3. Tender documents of the items can be obtained from undersigned from **10.04.2006** to **19.04.2006** upto **5:30 pm** on any working day during the office hours by giving an application and Demand Draft for **Rs. 500/-** in favour of **Director, NEIGRIHMS Shillong** which is not refundable. This office will not be responsible for non delivery / delay of tender documents sent by post.
4. Tender must be received in the office of the undersigned on or before **27.04.2006** up to **1530 hours** and will be opened on the next day **28.04.2006**. The bidder or their representative may be present during opening of tenders if so desired.
5. The competent authority reserve all rights to accept or reject any tender without assigning any reason therein.
6. The detailed terms and conditions are mentioned in the tender document.

ENVELOPE-1

SHOULD CONTAIN THE FOLLOWING

The tenderers should submit certificates/documents arranged serially as per tender terms & conditions in two sub covers duly marked "EMD" & "Pre-Qualification".E.M.D. to be in the form of DD/BG/ FDR in favour of **Director, NEIGRIHMS, Shillong** for all the

1. Items quoted with list of equipments.
2. List of past supplies and orders in hand with special reference if any
3. Sales tax/VAT clearance certificate of the Year **2004-2005**
4. Average annual turnover of participate- it should be mentioned in the offer.
5. In case the Bidder is an authorized dealer, he should submit the letter of authorization and agency agreement copy with necessary undertakings for the equipment quoted.
6. Photocopy of ISO 9001 OR 9002 / C.E. Certificate/BSI/ISI/ D.G.S.&D/ NSIC Registration Certificate of each item as mentioned in item should be submitted and also should be valid as on date of opening of pre -qualification bid..
7. Import License certificate of tender participant, If required, shall be submitted by Tenders.
- 8 Required equipment will be purchased only wherever it is needed and fund are available.
9. Tenderer should quote the rate of maintenances of equipment after the expiry of comprehensive warranty of 5 years, which should include training of staff to operate the

machine / equipment. The comprehensive warranty should provide functional machine for 5 years with all consumables/battery etc.

ENVELOPE- 2 **Technical & Commercial Bid:-**

1. Bidder to give technical compliance statement.
2. They are to submit technical catalogue/literature to be taken as part of technical bid.
3. Clear scope of supply with standard & essential accessories for completeness of equipment in terms of specification.
4. Replica Of price bid without indication of prices of items quoted.
5. Acceptance of all special terms & condition (SCC) and General Terms & Conditions contained in bid document.
6. Users List with Phone Numbers for Verifications & Catalogues with detailed Technical Specifications

ENVELOP-3

Price bid

1. Price bid in line with condition 4 of envelope –2 for items quoted.

**Director
NEIGRIHMS
Shillong**

BID DATA SHEET

- 01 Name of the Purchaser : Director, NEIGRIHMS, Shillong.
02. Consignees : Director, NEIGRIHMS, Shillong
03. Language of Bid : English
04. The price quoted shall be in **INDIAN RUPEES** Only inclusive of all duties, taxes, transportation, insurance, installation, builder's work and other incidental costs for delivery of the equipment on F.O.R. Shillong basis for NEIGRIHMS, Shillong. For imported items, the price rate in the foreign exchange converted to Indian Rupees as per governing rate exchange
05. The prices shall be on firm & final basis in Indian Rs only and not be subjected to variation on any account till the end of bid validity period. Prices quoted in foreign currency exchange will be converted to Indian Rupees before being taken into evaluation on the date of opening of tender.
06. If an agent submits bids for or on behalf of one or more than one manufacturer bid is to be accompanied, with authorization from the respective manufacturers. All other such bids without authorization will be rejected as non-responsive. Copy of agency agreements with each manufacturer to be submitted in Cover-1 'Pre-qualification'. Agents fee shall be payable only in Indian Rupees.
07. Bid validity period: 1 (one) Year from the date of Opening of Pre -Qualification Bid.
08. Number of copies: 2 (Original + one copy)
09. Address for bid submission: Office of the Director, NEIGRIHMS, Mawdiangdiang, Shillong-793012 by Registered Post only.
10. Date of receipt of tender **27.04.2006** till **15.30 hours**.
11. Place and time of opening of bids will be the Office of the Director, NEIGRIHMS on **28.04.2006 at 12.00 (noon) pm**

SPECIAL NOTE

1. At least five years Warranty / Guarantee from the date of installation/ supplies and acceptance of equipment by consignee for free replacement of parts without service charge to be confirmed.
2. Guarantee for supply of spare parts for 10 years to be confirmed specifically.
3. No installation charges will be paid.
4. Five year A.M.C. with 3 routine check up and spares every year, after warranty period to be quoted.
5. Price should be quoted in India Rupees/Foreign Currency on F.O.R. destination only at NEIGRIHMS, Shillong,
6. Purchaser may reserve right to award contract on running contract basis over a period of time.

SPECIAL TERMS & CONDITIONS (SCC)

BID PRICE

1. The Bidder shall indicate on the appropriate price schedule kept in cover-3 duly marked the "unit price" (where applicable) and "total bid price" of the equipments proposed to supply under the contract in separate envelope for each item.

Prices indicated on the price schedule shall be entered separately indicating country of origin

The price bid for each item/ group to commensurate with scope of supply indicated all inclusive price in FOR Shillong or hospital site offered for each item/group including cost of the equipment, freight, insurance, including transit insurance, packing, forwarding, excise duty/custom duty sales tax, octroi, delivery of goods, storage and erection insurance and installation and commissioning charge with all the men and material required for the same service and satisfactory completion with cost break up. + EMD for one year and training of personal wherever needed.

The rates quoted in ambiguous terms such as 'freight' or 'packing forwarding extra' will render the bid liable for rejection. Sales tax will be either local sales tax or central sales tax (CST) (for inter state sales) or Value Added Tax (VAT) on applicable rates against issue of CONCESSIONAL FORM given by the purchaser and the same will be incorporated in the price. Custom duty exemption certificate and octroi exemption certificate will be issued by the purchaser and price to be quoted accordingly.

BID SECURITY (E.M.D)

1. The Bidder shall furnish, as part of its bid, a bid security (EMD) of **Rs.20,000/- (Rupees twenty thousand)only**.
2. The bid security is required to protect the Purchaser against the risk of Bidder's Conduct to amend and modify the offer within bid validity which would warrant the security's forfeiture.
3. The bid security shall be denominated in the currency of bid and shall be in the form of DD/ BG/ Fixed Deposit from any scheduled bank only duly pledged in favour of Director, NEIGRIHMS, Shillong for a period of validity of offer. If fixed deposit from any non scheduled bank is submitted, tender will not be accepted.
4. To unsuccessful bidders bid security will be discharged or returned as promptly as possible but not later than 30 (Thirty) days after the expiration of the period of bid validity prescribed by the purchaser.

For the successful bidders bid security will be discharged after the supply, installation and acceptance of equipment by consigner.

The bid security may be forfeited, if a bidder withdraws its bid during the period of bid validity specified by the bidder .

PERIOD OF VALIDITY OF BIDS

1. Bids shall remain valid for one year from the date of pre-qualification bid opening prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non responsive.
2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

FORMAT AND SIGNING OF BID

1. The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "Original Bid" and "Copy of Bid" as appropriate and also marking the envelopes as "ORIGINAL" and "COPY". In the event of any discrepancy between them, the original shall govern.

The Original and copy or copies of the bid shall be typed and signed by the Bidder or a person or persons duly authorized to bind to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the bid.

The Bidder shall seal the original and each copy of price bid in separate envelopes.

All three envelope **1.** Pre-qualification & EMD **2.** Technical & commercial bid **3.** Price bid should be kept in another envelope i.e. The outer envelope be: addressed to the purchaser at the address given in the Bid Data Sheet; and bear the project name and a statement "**DO Not Open** Before (the time and date of opening given on bid data sheet)

The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declare "Late".

If the inner envelopes are not sealed and marked, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

DEADLINE FOR SUBMISSION OF BIDS

1. The bid must be received by the Director, NEIGRIHMS, Shillong at the address specified in Bid-Data sheet, not later than the time and date specified in Bid Data Sheet.

The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the bidding documents 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.

LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

REPLACEMENT AND WITHDRAWAL OF BIDS

1. The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification, including substitution or withdrawal of the bid is received by the Purchaser prior to the deadline prescribed for submission of bids.

A withdrawal notice may also be sent by cable or fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. No bid may be modified after the deadline for submission of bids.

4. 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

OPENING OF BIDS BY THE PURCHASER

1. The purchaser will open the EMD and Pre-Qualification Bids only, in the presence of bidder's representatives who choose to attend tender opening at the time, on the date and at a place specified in the Bid Data Sheet. The Bidders representative who is present shall sign a register evidencing their attendance. The bidders representatives shall furnish letter of Authority from their principals to attend the bid opening.
2. The bidders names, bid modifications or withdrawals, bid prices, discounts, or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
3. Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially substantially responsive to the Bid Documents will only be opened on a date to be intimated later to these bidders.
4. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

CLARIFICATION OF BIDS

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

PRELIMINARY EXAMINATION

1. The Purchaser will examine the bids to determine whether they are complete. Whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clause, a substantially responsive bid is one which confirms to all the terms and conditions of the bidding document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Bid

Security, applicable law and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

EVALUATION AND COMPARISON OF BIDS

Evaluation of Bids will be done only of those bidders who have quoted the prices in Indian/Foreign Currency Rupees only on equitable basis. The purchaser will provide Custom Duty Exemption (CDE) certificate as per Govt. Norms. The prices should be offer on F.O.R. destination along with installation / demonstration and training to user. No other changes will be paid over and over above the quoted price.

COST OF SPARE PARTS

1. The supplier should draw up a list of high usage and high value item / components and spare parts along with estimated quantities of usage in the initial period of the operation. The spare parts, unit price and quantities shall be submitted by the bidder and indicated separately.
2. Spare parts and after sales service facilities in Purchaser's country/ State has to be provided by the bidder.
3. **Operating and maintenance costs:** Since the operating and maintenance cost of the equipment under procurement form a major part of the life cycle of the equipment this cost will be evaluated in accordance with the criteria specified in the bid data sheet or in the technical specifications.

PERFORMANCE AND PRODUCTIVITY OF THE EQUIPMENT

Bidder shall state guaranteed performance or efficiency in response to the technical specification.

CONTRACTING THE PURCHASER

1. No Bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time contract is awarded.
2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

AWARD CRITERIA

The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of all goods and services, originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

1. The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
2. Rejection of all bids is also permitted when bids are not substantially responsive or if there is lack of effective competition. However the rejection of all bids shall not happen solely for the purpose of obtaining lower prices, except when the lowest evaluated bid substantially exceed the previously budgeted amount. Purchaser may as an alternative to re-bidding, negotiate with the lowest evaluated bidder.

NOTIFICATION OF AWARD

1. Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered that its bid has been accepted.
2. The notification of award will constitute the formation of the contract and date of the contracts shall be the date of each notifications.

SIGNING OF CONTRACT

1. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreements between the parties within 30 (thirty) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the purchaser

**Director,
NEIGRIHMS
Shillong.**

CONTRACT FORM

THIS AGREEMENT made the day of _____ 2006_____
(between _____ (hereinafter "the purchaser") of the one part and _____ (Name of Supplier) of _____ (city and country of supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the purchaser invited bids for MEDICAL / HOSPITAL / GENERAL EQUIPMENT and ancillary services. (Brief Description of goods and services) and has accepted a bid by the supplier for the supply and installation of the equipment and furniture _____ in _____ the _____ sum _____ of _____ (contract price in words and figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - (a) the price schedule submitted by the Bidder ;
 - (b) the Technical Specifications;
 - (c) the General & Special Conditions of Contract;
 - (d) the Purchaser's Notification of award.
3. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed and Delivered by the _____
Said (name of representative) (for the purchaser) _____
In the presence of (name of witness) _____
Signed, Sealed and Delivered by the _____
Said (name of representative)(for the supplier) _____

LIST OF PAST SUPPLIES AND ORDER IN HAND WITH SPECIAL PERFORMANCE OF THE PARTICIPANT IS APPLICABLE.

SL.NO.	NAME OF HOSPITAL/INSTITUTE/ CUSTOMER	QTY	REMARKS

Signature of the participant

(The details of supplies of participant will be accepted only.)

**TURNOVER CLEARANCE CERTIFICATE FROM SALES TAX
AUTHORITY/BANK/CHARTERED ACCOUNTANT IN THE FORM OF AFFIDAVIT**

AFFIDAVIT

To
Director,
NEIGRIHMS,
Shillong,

We hereby certified that M/s xyz (the name of participant in the tender) in the
above said tender having their office at.....(address of
office) (Place) .

We hereby certified that M/s..... xyzhas a sales turnover worth
of **Rs.15 Lakhs** in the year of **2003-2004 & 2004-2005**.

The above said information is correct. If any false information given to you by undersigned authority
(bank/ C.A.)are true.

Signature
with seal

SALES TAX AUTHORITY/BANK/CHARTEREDACCOUNTANT

ON 50 RS STAMP PAPER
The document should be notarized.

NOTE: The turnover of participant will be acceptable not the principal company

Checklist for Pre- Qualification.

THE CHECKLIST OF TENDER				
1	EMD	YES	NO	PAGE NO.
2	LIST OF PAST SUPPLIES AND ORDERS IN HAND WITH SPECIAL PERFORMANCE IF ANY AS PER FORMAT OF ANNEXURE- A			
3	INCOME TAX CLEARANCE CERTIFICATE FOR THE YEAR OF 2003-2004			
4	SALES TAX CLEARANCE CERTIFICATE FOR THE YEAR OF 2003-2004			
5	TURNOVER CLEARANCE CERTIFICATE FROM SALES TAX AUTHORITY/BANK/CHARTERED ACCOUNTANT IN THE FORM OF AFFIDAVIT SHOULD BE 5 CRORES PER YEAR (IN THE YEAR 2002-2003, 2003-2004)			
6	AUTHORIZATION DEALER SHOULD SUBMIT THE LETTER OF AUTHORIZATION AS PER ANNEXURE AND AGENCY AGREEMENT COPY WITH NECESSARY UNDERTAKING AS PER FORMAT ENCLOSED			
7	QUALITY ASSURANCE CERTIFICATE I.E. ISO 9001/9002 SHOULD BE VALID (OF PRINCIPAL)			
8	CERTIFICATES AS PER ITEMWISE MENTIONED IN ANNEXURE-			
9	MANUFACTURE NAME	ITEM NAME		
	C.E. CERTIFICATE			
	BSI/ISI			
	DGS&D REGISTRATION			
	NSIC REGISTRATION			
	FDA			
	AERB TYPE APPROVAL CERTIFICATE VALID			
	WHO GMP CERTIFICATE			
10	IMPORT LICENSE CERTIFICATE OF TENDER PARTICIPANT APPLICABLE FOR IMPORTED ITEM ONLY NOT FOR INDIAN.			

AGENCY AGREEMENT

The Agency Agreement means the relationship of two individual businessman, supplier & purchaser. Supplier is manufacturer and the purchaser is who can purchase and sale the equipment as per their own terms & conditions to any of his customer. The Agency Agreement transaction is as a sale purchase transaction.

We M/s _____(Name of the
Principal /supplier) _____(Address)_____
_____(Manufacturing of name of items)

We hereby authorized M/s
To sale our equipment in the State of Meghalaya to the Director, NEIGRIHMS. The terms applicable on Principal / supplier.

We provide warranty/ guarantee cover (for the goods supplied) for the period of 12 months from the date of installation/demonstration & training of the equipment .
Any change in warranty/guarantee only after confirmation according to the requirement of purchaser.

We and our service providing agency gives training, installation/demonstration at the site.

We provide after sales service to purchaser as and when required within the period of 42-72 hours or maximum within 3-5 days from the date of receipt of complaint.

We provide After Sales Service from time to time as and when required by purchaser at site within the warranty period.
_____ will take AMC from customer directly and services will be provided by us through on chargeable basis.

We provide the spare parts for the minimum period of 10 years from the date of order on chargeable basis after warranty period.
Installation and warranty services will be provided through _____ (name of the principal).
This Agency Agreement for consumables and after sales service and above agreed terms shall be applicable for the period of ten years.

No company and other dealer and Indian Agent/ Service Franchise will quote directly to customer.

For

AUTHORIZATION LETTER

TO WHOM SO EVER IT MAY CONCERN

We (Name of manufacturer) who are established and reputable manufacturers having factories at (address of the factory) do hereby authorized M/s
..... (name & address of the agent) to submit a bid, and sign the contract with you for the goods manufactured by us.

No company or firm or individual other than M/s
..... (name and address of agent) are authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per General Conditions of Contract

Yours faithfully,

For

SECTION – III
GENERAL CONDITIONS OF CONTRACT
(GCC)

SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC) DEFINITIONS

In this Contract, the following terms (whether or not spelled with initial capital letter) shall unless the context otherwise requires be interpreted as indicated.

“The Contract” (or “this 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 and includes the instructions to Bidders.

“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 the equipments, machinery and / or other materials which the Supplier is required to supply to the Purchaser under the contract.

“The Services” means services required by the contract, services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services ; such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the Contract.

“The Purchaser” means the organization purchasing the Goods

“The Supplier” means the individual or firm supplying the Goods and Services under the Contract.

“GCC” means the General Conditions of Contract contained in this section.

“SCC” means the Special Conditions of Contract.

“Day” means calendar day.

“Consignee” means the Purchaser.

“The Project Site” where applicable means the place of purchaser’s site .

For the purpose of “CIF”, “FOB” and other trade terms used to describe the obligations of the parties shall have the meaning assigned to them by current edition of in co terms published by International Chamber of Commerce, Paris.

APPLICATION

1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

STANDARDS

1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standards is mentioned, to the authoritative standards appropriate to the Goods country of origin . Such standards shall be the latest issued by the concerned institution.

USE OF CONTRACT DOCUMENTS AND INFORMATION

1. The supplier shall not, without the Purchaser’s prior written consent, disclose the contract or any provision thereof, or any specifications, 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. Disclose 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.
2. The supplier shall not, without the purchaser's prior written consent, make use of any documents or information enumerated in except for purposes of performing the Contract.
3. Any document, other than the contract its elf, enumerated shall remain the property of the 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.

PATENT RIGHTS

1. The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the goods or any part thereof in the purchaser country.

INSPECTION AND TESTS

1. The purchaser or its representative shall have the right to inspect and / to test the Goods to confirm their conformity to the contract specification at no extra cost to the Purchaser on pre-despatch or on site at consignee's place. The technical Specifications shall specify what inspection and tests the purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identify of any representatives retained for these purposes.

The inspection and tests may be conducted on the premises of the Supplier or its Sub-supplier(s) at point of delivery and / or at the Goods final destination. If conducted on the premises of the Supplier or its sub-supplier (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.

Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject the Goods, and the supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect/test and where necessary reject the Goods after the Goods delivery to the consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or its representation prior to the Goods, shipment.

PACKING

1. 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 exposure to extreme temperature, salt and precipitation during transit and open storage packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

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 including additional requirements, and in any subsequent instructions ordered by the purchaser.

DELIVERY AND DOCUMENTS

1. Delivery of the Goods shall be made by the Supplier in accordance with the terms of specified in schedule of requirement. The details of shipping (Dispatch) and / or other documents to be furnished by the suppliers.

INSURANCE

1. The Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner.

Where delivery of goods is required by the purchaser on F.O.R. basis, the supplier shall arrange and pay for cargo insurance, naming the purchaser as the beneficiary.

SPARE PARTS

1. The supplier may be required to provide any or all of the following materials, notifications and Information pertaining to spare parts manufactured or distributed by the supplier:
2. Such spare parts as the Purchaser may elect to purchase from the supplier, provided that this Election shall not relieve the supplier of any warranty obligations under the contract; and
3. In the event of termination of production of spare parts; advance notification to the purchaser of the Pending termination in sufficient time to permit the purchaser to procure needed requirements; and Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, circuit diagrams and specifications of the spare parts, if requested.

WARRANTY

1. The supplier warrants that the goods supplied under this contract are new,
2. unused of the most recent of current models and they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
The supplier further warrants that the Goods supplied under this contract shall have no defect, arising from design, materials or workmanship, except when the design and / or materials is required by the purchaser's specification or from any act or omission of the supplier that may, develop under the normal use of the supplied goods in the condition prevailing in India.
3. The warranty shall remain valid for five years after the Goods have been satisfactory installed and Commissioned and accepted by the consignee as duly certified by the appropriate authority, Whichever period concludes earlier unless specified.
4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
5. Upon receipt of such notice, the supplier shall within the period of 72 hours and with all reasonable Speed, repair or replace the defective Goods or part, thereof , free of cost at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods at the time of the replacement or thereafter. The warranty period for the replaced parts will stand extended accordingly.
6. If the supplier having been notified, fails to remedy the defect(s) within one month, the purchaser may proceed to take such remedial action as may be necessary, at the suppliers risk and expense and without prejudice to any other rights which the purchaser may have against the Supplier under the contract.
7. The purchaser reserves the right to reject any set of equipment found Defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.

PAYMENT

1. The method and conditions of payment to be made to the supplier under this contract shall be as under:-100% of Contract Value inclusive of duties, taxes, to be paid after successful supply inspection, installation & commissioning and acceptance of the equipment by the consignee for each equipment. The firms have to provide Bank Guarantee equivalent to 10% value of the order which will be kept as performance warranty valid till warranty period.
 1. Payment shall be made promptly by the purchaser but in no case later than 30(Thirty) Days after submission of an invoice or claim by the supplier if the bills are in order.

CONTRACT AMENDMENTS

1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.
2. An unexposed 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.

ASSIGNMENT

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

DELAYS IN THE SUPPLIER'S PERFORMANCE

1. Delivery of the Goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the schedule of requirements.

2. If at any time during performance of the contract, the supplier or its sub-supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the services, the supplier shall promptly notify the purchaser in writing of the fact of delay , its likely duration. As soon as practicable after receipt of the suppliers notice, the Purchaser shall evaluate the situation and may at its discretion extend the suppliers time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the Goods or perform the services within the time period (s) specified in the contract or extended 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% of the contract price of the delayed Goods or unperformed services for each week or part thereof delay until actual delivery or performance up to a maximum deduction of percentage. Once the maximum is reached the purchaser may consider termination of contract.

PERFORMANCE SECURITY

Successful tenderer is required to furnish 10% of the Contract value as performance security as for time of exceeding agreement which shall be kept / valid for warranty period.

TERMINATION FOR DEFAULT

1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier may terminate this contract in whole or in part.
2. if the supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or with in any extension thereof granted by the purchaser if, the supplier fails to perform any other obligation (s) under the contract.
3. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered or unperformed and the supplier shall be liable to the purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue performance of the contract to the extent not terminated.

FORCE MAJEURE

1. Notwithstanding the provisions of the supplier shall not be liable for forfeiture of its liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this clause and clause "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
4. If an force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof . Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

TERMINATION OF INSOLVENCY

The purchaser at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or

affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

TERMINATION FOR CONVENIENCE

1. The purchaser by written notice sent to the supplier, may 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 supplier under the contract is terminated. And the date upon which such termination becomes effective.
2. The goods that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and price. For remaining goods the purchaser may elect;
 2. To have any portion completed and delivered at the contract terms and prices and /
 - or To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts previously procured by the supplier.

RESOLUTION OF DISPUTE

1. 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.
2. If after thirty (30) days from the commencement of such informal negotiation, Purchaser and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms in arbitration guidelines.
3. Venue of the arbitration shall be at Shillong.

GOVERNING LANGUAGE

The contract shall be written in the language specified in Bid Data Sheet shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in that same language.

APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of Union of India and place of Jurisdiction will be at Shillong, Meghalaya.

NOTICES

1. Any notice given by the party to the other pursuant to the contract shall be sent to other party in writing or by facsimile, telegram or cable and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

TAXES AND DUTIES

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside the purchaser's country (for imported goods) etc. incurred until delivery of the contracted goods to the purchaser. Custom duty should be quoted on inclusive basis. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted equipment to the purchaser.

TECHNICAL COMPARISON POINT WISE

The bidder shall submit in technical commercial bid point wise comparison statement commentary of technical specification of the item quoted. The bidder must highlight any deviation in the technical specification and give explanation for such deviation clearly. The bid form any bid not enclosing a comparative statement of technical specification will not be considered for evaluation and will be treated as cancelled.

Director
NEIGRIHMS
Shillong.

TECHNICAL SPECIFICATIONS

FOR

O.T.INSTRUMENTS

- 1. O.T. INSTRUMENTS**
- 2. MISCELLANEOUS EQUIPMENTS**

O.T.INSTRUMENTS

Technical specifications for Flexible Choledoschoscope

Basic Instrument: Flexible choledoschoscope – 1

Features desired:

1. Flexible scope
2. Working Length: about 700 mm
3. Viewing Type: end viewing
4. Range of observation: 2 to 50 mm
5. Field of view: 80-90 degrees
6. Insertion Tube Diameter: 3 mm – 3.2 mm
7. Four way movement: Up/Down: 100 / 100to 110 / 110 degrees
Left /right : 90 / 90 to 100 / 110 degrees
8. Forceps channel diameter: 1.1 to 1.2 mm.
9. Attachments for light source, instrument port and irrigation channel

Basic accessories: Carrying case – 1
Cleaning Brush– 1
Eye Piece cover – 1
Spare reusable biopsy valve – 2 nos.
Halogen/ Xenon light source with cable – 1 no.

Other compatible accessories:

1. Biopsy forceps – 1
2. Grasping forceps – 2
3. Wire basket – 2 nos.
4. Baloon catheter – 2 nos
5. Cytology brush – 2
6. Applicator with sealing cap for trans-laparoscopic use – 8 nos. (through 5 mm port)

Quotes should be made: *Choledoschoscope* along with *basic accessories and other compatible accessories.*

Installation, Commissioning, testing, maintenance and after sales service

1. The equipment and all accessories to be transported installed and tested at NEIGRIHMS, Shillong free of cost.
2. Basic equipment and non disposable accessories should have a guarantee period of **5 (five) years** after successful commissioning
3. All spares and consumables should be available with supplier for at least 10 years period after successfully commissioning.
4. The Annual Maintenance Contract rates (for AMC, preventive maintenance and Labor cost) for **5 years** after the guarantee period should also be quoted, this will be taken into consideration in comparing price bids.
5. In case of change of dealership in future, the principals should take the responsibility of maintaining the equipment through the next dealer at the same rates agreed with the earlier dealer.

O.T.INSTRUMENTS

Technical specifications for Ultrasonic Hemostatic Cutter and Coagulator

Quantity: ONE.

Application: Laparoscopic and Open surgeries.

Features desired:

Tissue cutting and coagulation using ultrasonic energy.

Microprocessor based system. self-fault finding system.

Mounted on a mobile trolley.

Minimal collateral tissue damage in the operating field.

Minimal smoking leading to blurring of operative field.

Display to show which function is in operation (cutting / coagulation)

Display to show strength of ultrasonic energy being delivered.

Audio tone indicating system is in use, volume adjustable.

Accessories:

Accessories for **open** and **laparoscopic surgery** should have the following instruments.

1. Hand piece acoustic transducer.
2. Laparoscopic coagulating shears 10 mm – 2 Nos.
3. Ordinary laparoscopic coagulating shears 5 mm – 2 Nos.
4. Special Laparoscopic coagulating shears 5 mm – 2 Nos.
(capable of coagulating larger vessels up to 5mm diameter)
5. Laparoscopic hook dissector – 2 Nos.
6. Open surgery hook dissector – 1 No.
7. Open surgery coagulating shears – 2 Nos.
8. Open surgery curved blade 14 cms- 2 Nos.
9. Advanced breast blade – 1 No.

Power cord capable of connecting to Indian plug points at least 12 foot long.

Foot switch cord of at least 10 feet long.

Hand pieces should be sterilizable by both, Glutaryldehyde & Ethylene oxide.

Appropriate box/container for Glutaryldehyde sterilization.

Frequency generated around 55 kHz +/- 5kHz.

Power required: Compatible with Indian system.

Installation, commissioning, testing, maintenance and after sales service

1. The equipment and all accessories to be transported installed and tested at NEIGRIHMS, Shillong free of cost.
2. Basic equipment and non disposable accessories should have a guarantee period of **5 (FIVE) years** after successful commissioning
3. All spares and consumables should be available with supplier for at least 10 years period after successfully commissioning.
4. The annual maintenance contract rates (for AMC, preventive maintenance and Labor cost) for **5 (five) years** after the guarantee period should also be quoted, this will be taken into consideration in comparing price bids.
5. In case of change of dealership in future the principals should take the responsibility of maintaining the equipment through the next dealer at the same rates agreed with the earlier dealer.

MISCELLANEOUS EQUIPMENT

Sl. No	Item	Quantity	Specifications/Remarks
1.	Plastic Trolley	30	<p>Length -54" + 2" for the handle Width – 26" Height – 28" Wheel should be Premier FS -SI/750/6x2, Forged steel swivel Castor. A heavy duty forged steel castor for trolley 3000 Kg can be used for Towing of Trolleys. The durability and load carrying capacity castor should be exceptionally high. A special quality of rubber bonded wheel, having a high resilience elongation and modulus. Handle – One ISI mark</p>
2.	Iron Rect Trolley	30	<p>i. Capacity: 400 – 500 Litres Length – 910-950mm Breadth – 770 – 790mm Height - 770 – 780mm</p> <p>ii. Raw material base: The plastic container should be made of a good quality plastic which should be resistant to acids, alkalies and chemicals.</p> <p>iii. Container should have uniform wall thickness and consistent quality.</p> <p>iv. The container should not have any seam, joint or weld and they should have 100% stress free construction to give excellent durability.</p> <p>v. Long life: The container should have long life even under rigorous industrial working condition.</p> <p>Iron Body frame of the Trolley: It should have MS iron frame i.e. angle iron of 25mm by 25mm, and of 3mm in thickness. Wheel: Wheel should be Premier FS -SI/750/6x2, Forged steel swivel Castor. A heavy duty forged steel castor for trolley 3000kg can be used for Towing of Trolleys. The durability and load carrying capacity castor should be exceptionally high. A special quality of rubber bonded wheel, having a high resilience elongation and modulus. Size 2" to 6 with sealed ball & bearing. ISI mark.</p>

