

GUIDELINES/BASIC REQUIREMENTS FOR SUBMISSION OF TENDERS TO AVOID REJECTION ON TECHNICAL GROUNDS AT PRELIMINARY STAGE

1.	<u>EMD</u>	(a) EMD should be for the amount as per tender documents/either in form of Deposit-at-Call Receipt or Term Deposit Receipt (TDR/Fixed Deposit Receipts (FDR) valid at least for one year. (b) EMD in the form of FDR/TDR for a period of less than one year or in the form of Demand Draft/Cheque shall render the bid for outright rejection.
2.	<u>Tender Fee</u>	Tender Fee/cost is Rs.200/- (Non-Refundable), either deposited in cash at Fee Counter (No.16) of Institute before due date and its receipt attached with bid <u>OR</u> in the form of Demand Draft drawn in favour of Director, PGIMER, Chandigarh duly attached with bid.
3.	Rate Certificate	To furnish as per clause-27(vi) 9 of Annexure-A (NIT) - at Page No.14.
4.	Validity	To give Validity in terms of Important Note, below Clause-11 of Annexure 'B' of NIT (Page No.18).
5.	Tender document to be signed & stamped	Each page of the tender document is to be signed and stamped for acceptance of terms and conditions and all these pages (1-35) of tender documents including all Annexures are to be returned alongwith the Technical Bid duly signed and stamped.
6.	Bid to be page numbered	All pages of Technical Bid/Price Bid should be separately page numbered.
7.	Documents to be submitted in separate SEALED COVERS	Tenderers should submit their tender in three parts (Technical Bid, Price Bid and Earnest Money as well as Tender Fee of Rs.200/-) and each part in separate sealed covers. For details, please see Clause 27(iv) of Annexure-A (NIT) " <i>Delivery of Tender</i> " (at Page-11) of tender document.
No need to send bids in 'Triplicate'. Single copy is acceptable.		

Note: The above mentioned are just broad guidelines for the Tenderers. All the terms & conditions mentioned in the tender document hold irrespective of the above guidelines.

SR. NO.	QUESTIONNAIRE	REMARKS
1.	EMD has been prepared and enclosed in the form of Deposit-at-Call Receipt of Term Deposit Receipt (TDR) Valid at least for one year.	Yes / No
2.	Payment Terms are strictly as per tender	Yes / No
3.	Guarantee/Warranty is strictly as per tender specification	Yes / No
4.	Manufacturer's authorization form as per Annexure 'F' is enclosed	Yes / No
5.	Validity of Tender is for 330 days	Yes / No
6.	In case of imported equipment, IAC certificate given	Yes / No
7.	AMC or CMC as the case may be is strictly as desired in the specification/terms	Yes / No
8.	Have you read the tender document carefully to avoid confusion at a later stage	Yes / No
9.	WHETHER Buyback offer mentioned separately?	Yes / No
10.	WHETHER Price evaluation done taking into account buyback offer?	Yes / No
11.	If buyback price has not been mentioned, it may be assumed 'Nil' for the purpose of price evaluation	Yes / No

The above questionnaire/documents must be submitted with the tender form. Every question must be answered as Yes/No. Question No.9 to 11 are applicable only in case where equipment is on Buyback basis.

AUTHORIZED SIGNATORY
STAMP OF THE FIRM

NOTE : This tender document is applicable to all the items tendered on or after October 19, 2004

This tender form is placed to M/s _____

From

The Professor Incharge (EP),
Postgraduate Institute of Medical
Education & Research, Chandigarh.

To

Dear Sir,

1. This Institute is interested in supply, installation and commissioning of _____ .
- 2 (a) You are invited to send us a Proforma Invoice from the Principals. The Proforma Invoice should be in triplicate and in the name of the Director, Postgraduate Institute of Medical Education & Research, Chandigarh but the papers may please be posted at the address given above. The latest hour and date of receipt of the offer is upto 2.30 p.m.on _____ .
- 2 (b) The Technical bid shall be opened at 3.00 p.m. on _____ . The date and time for opening of the Price Bids shall be intimated later after evaluation of the technical bid. In case date of opening falls on day which is declared public holiday, the bids shall be opened on the following day at the same time.
3. Only manufacturers or their sole authorised distributors/sole agents are entitled to submit the Proforma Invoice from the Principals, otherwise tender shall not be considered. All offers other than those from the manufacturers should be supported by an authority letter from the manufacturers authorising the firm to tender on their behalf. Certificate or a photo state copy thereof to the effect that you are the manufacturers of the equipment/ authorised sole distributors or sole agents for manufacturer on whose behalf you are quoting, must be included in the documents.

The tender should meet the following criteria:

- (i) The tenderer must be a manufacturer or his authorised agent (specifically against this tender for the subject goods) and should have successfully executed contracts for similar and/or identical goods in the past three years prior to the date of tender opening. In support of this, the tenderer shall furnish performance statement in the enclosed Annexure I.
- (ii) The tenderer meeting the above requirements, except for successful execution of contract for the last three years, may also participate in the tender process, provided they have valid ongoing collaboration Agreement with a manufacturer who, in turn fully meets the criteria specified in clause (i) above and provided also, the tenderer furnishes an undertaking jointly executed by it and the collaborator for satisfactory designs, manufacturing, erection, commissioning and performance of the goods and services offered including all warranty obligations.
- 4 (a) The detailed technical specifications are given in Annexure 'C'.
- (b) Technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bids, provided that it demonstrates to the purchaser's satisfaction

that the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.

5. GUARANTEE / WARRANTY & AMC/CMC

(a) Guarantee/warranty and AMC/CMC shall be quoted for 24 months until or unless it is stated to be otherwise in Annexure 'C'. In case of variation, the guarantee/warranty may be quoted for the period given in Annexure 'C'.

(b) In addition to quoting for the equipment as per Para 1 above, tenderers must quote the charges for Annual Maintenance Contract (AMC) for a period of 5 years for maintaining the equipment at this Institute after the expiry of the period of warranty/guarantee. During the service contract period, the firm shall provide four preventive maintenance visits and in addition attending to all emergent and break-down calls. The service contract charges should be quoted for labour cost only and should not include the cost of any replacement parts/components that may be needing replacement. During the service contract period replacement of parts/components that may be needing replacement shall be made available by the Institute to the firm at the Institute's own expense. The charges shall be paid to the firm in quarterly installments after satisfactory service.

(c) In addition to quoting the charges for the AMC as mentioned in Para 5(b), the firm must also quote the charges for comprehensive Maintenance Contract (CMC) for a period of 5 years after the expiry of period of guarantee/ warranty. The CMC charges should be quoted for labour cost as well as cost of any replacement parts / components that may be required for keeping the equipment functional.

(d) The uptime guarantee of 347 days in a block of 365 days as defined in Para 15 of Annexure A will also apply to the service contract period, both AMC and CMC whichever the Institute will enter.

(e) It is essential to quote the charges and terms and conditions for the service contract as in Sub Para (b) and (c) above. Tenders not containing service contract charges shall be considered incomplete and shall be rejected. The charges of AMC and CMC will be taken into account while comparing the prices.

6. The tenderer shall give a list of hospitals in India where their equipment had been installed. The Institute reserves the right to inspect such hospitals and see actual performance of such equipments. The Institute may also ask for demonstration of the equipment in the Institute at the time of technical evaluation, which shall be mandatory.

7. BID GUARANTEE AND SECURITY :

The tenderer is required to furnish Bid Guarantee and Security as per item 5 in Annexure 'A'.

8. CONVERSION TO SINGLE CURRENCY :

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 BC selling market rate of exchange established by the State Bank of India, Chandigarh for similar transactions as on the last date of submission of tenders.

9.1 MERGER / ACQUISITION OF FOREIGN PRINCIPAL :

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principal by another firm, it shall be obligatory for the New Entity so formed after the merger or the Acquiring Firm, as the case may be, to take over all the duties and obligations / liabilities of the Foreign Principal and the New Entity / Acquiring Firm would *ip so facto* become liable for all acts of commission or omission on the part of original Foreign Principal.

9.2 CHANGE OF INDIAN AGENT :

In case the Foreign Principal changes the Indian Agent then it shall be obligatory for Foreign Principal to automatically transfer all the duties and obligations to the new Indian Agent, failing which the Foreign Principal would *ipso facto* become liable for all acts of commission or omission on the part of new Indian Agent.

10. CLARIFICATION OF BIDDING DOCUMENTS :

- 10.1. A prospective bidder requiring any clarification of the tender documents may notify the purchaser in writing or by telex or cable at the purchaser's mailing address indicated in the invitation for tenders. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than 21 (*Twenty-one*) 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.

11. AMENDMENT OF BIDDING DOCUMENTS :

- 11.1 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.
- 11.2 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.
- 11.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

12. DETAILED INSTRUCTIONS FOR SUBMISSION OF TENDER :

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 for a period of three years from the date of such ban.

13. The detailed instructions for the preparation and submission of the tender and the terms and conditions of the tender are given in the enclosed Annexure 'A'. Tenderers must note carefully that any infringement of the specific requirements contained therein may invalidate the tender.
14. This tender form is not transferable.
15. This tender form consist of pages 1 to 35 pages. This tender form alongwith covering letter and Annexure should be returned to the Institute along with offer letter/Technical Bid.
16. Offers not on the prescribed form shall not be considered.

**Professor Incharge (EP)
P.G.I.M.E.R., Chandigarh.**

ANNEXURE 'A'

INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF THE TENDER

1. Only Manufacturers or their Sole Authorised Distributors/Sole Agents are entitled to submit the Proforma Invoices.
2. The tender shall be prepared and submitted as per Para 27 of this Annexure.
3. A person signing the tender form or any other document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such others and if on enquiry it appears that the person so signing had no authority to do so, the purchaser, may, without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damages and forfeit Earnest Money.
 - 3.1 Rates and Service charges should not be quoted in the Technical bid.
 - 3.2 All pages of the Technical Bid/Price Bid shall be page numbered. In case of triplicate copies, separate copies shall be page numbered separately.
4. Tenders/Proforma Invoices not accompanied by detailed information as required, are liable to be rejected.
5. EARNEST MONEY DEPOSIT AND PERFORMANCE BOND / BANK GUARANTEE
 - a) The tender must be accompanied with Earnest Money for Rs. _____ in a lump sum amount in the form of deposit at call receipt valid for one year on a scheduled bank/term deposit receipt valid for a period of one year from any scheduled bank in the name of the Director, PGIMER / Medical Superintendent, Nehru Hospital, PGI, Chandigarh. Earnest Money in any other form will not be accepted.
 - b) Bids not accompanied by Earnest Money as stated above or less than the amount stipulated above shall be summarily rejected.
 - c) Earnest Money/security deposit/any other sums of the tenderers lying with the Institute in connection with any other tender/case will not be considered against this tender.
 - d) The successful tenderer shall be required to furnish a Contract Performance Guarantee Bond in the shape of Bank Guarantee (as per Annexure E) or FDR/TDR (pledged in favour of Director PGI along with the undertaking as at Annexure E-I) for an amount equivalent to 10% of the FOB value, or as the case may be, of the equipment towards the execution of the Agreement and the warranty. The term equipment, wherever used, means the main equipment and the electrical, civil and any other miscellaneous work done in the turnkey project. The Bank Guarantee or FDR/TDR should be valid for 30 months. The Bank Guarantee for 10% of the FOB value shall be submitted within a period of 30 days after the placement of the Supply Order failing which the order will be liable to be cancelled and the earnest money forfeited.
 - e) The Institute would return the earnest money mentioned in Para 5 (a) above to the successful tendering firm on the submission of the Bank Guarantee (mentioned in Para 5 (d) above).
 - f) The successful tenderer will submit Bank Guarantee equivalent to 5% of the FOB value in case of AMC or 10% of the FOB value in case of CMC, as the case may be, to cover the service contract period after the expiry of guarantee/warranty period of 24 months or as indicated in Annexure C or extended period on account of penalty. Bank Guarantee mentioned in Para 5 (d) above will be returned on the receipt of Bank Guarantee indicated in this clause subject to the fulfillment of conditions in Para 5 (d) above.

6. The Institute does not pledge itself to accept the lowest, or any tender, and reserves to itself the right of acceptance of the whole or any part of the tender, or portion of the quantity offered, and the tenderers shall be required to supply the same at the rate quoted. The Institute reserves to itself the right to accept or reject any or all the tenders without assigning any reason thereof.

7. Printed or cyclostyled or such terms and conditions of the tendering firms not appearing in the body of the tender will not be considered as forming part of the tender.

8. CUSTOM CLEARANCE:

The equipment requiring import from abroad will be imported under the OGL scheme, for which tenderer will ensure before shipment takes place, that the equipment, in question, can be imported under the said scheme.

- I. The equipment will be got cleared from the Custom by the tenderer at their own cost (if mentioned so in Supply Order or Proforma Invoice), demurrage if any will be borne by the tenderer.
- II. It will be the responsibility of the tenderer to pursue any claims with the customs authorities/Insurance company/cargo operators and transporters, as may arise, at any stage.
- III. The N.M.I.C. (Not Manufactured in India Certificate) and the CDEC (Custom Duty Exemption Certificate) will be provided by the Institute.

9. INSURANCE

9. (i) The manufacturers will ensure that the equipment is properly insured for the full C.I.F. value to cover the transit upto site of installation and the further period of storage etc. upto end of the period of installation as agreed upon. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the equipment, then in that event any transit and storage damages which come to light after such delays, shall be at the risk and cost of the tenderers. The Tenderers/Indian Agent shall provide to the Institute, after due inspection, a detailed list of any loss or damage to the stores that may have occurred so as to enable the purchaser to file appropriate claims with the Insurance company. However, it shall be the responsibility of the Institute to prepare, lodge and pursue any claims that may arise with the Insurance Company(ies). The manufacturers shall provide all assistance in pursuing any such insurance claims expeditiously. The manufacturers shall make free replacement, if required, in lieu of damaged/lost items, etc. regardless of the fact whether the claim is settled by the underwriters or not. The manufacturers' liability shall be restricted to making free replacements/rectifications and any local expenses such as custom duty/clearance, etc. connected with such replacements shall be borne by the Institute.

9. (ii) It should be noted that if, in consideration of offer of earlier delivery, the contract is placed with a higher tenderer in preference to the lowest acceptable offer, and in case of failure to complete supplies in terms of such contract within the date of delivery specified and incorporated in the contract, the tenderer will be liable to pay to the Institute the difference between the contract rate and that of the lowest acceptable tender on the basis of the final prices FOB destination including all elements of freight, sales tax, local taxes, duties and other incidentals. This is in addition to and without prejudice to other rights of the Institute to recover all other losses and damages resulting from delayed supplies, cancellation of contract and risk purchases required to be made in case of failure to supply the stores.

10. GUARANTEE/WARRANTY

10. (i) The guarantee/warranty against defects of manufacture/ workmanship and poor quality of components for the entire equipment and the work conducted under the contract shall be for a period of 24 months or as indicated in Annexure C or extended period on account of penalty starting from the date of satisfactory installation, commissioning and handing over of the equipment at site. The term satisfactory commissioning and handing over wherever used in terms of tender and Agreement will mean satisfactory and faultless functioning of the equipment for 90 days, and of works conducted therewith covered under the contract in working order. During the guarantee/warranty period, the replacement of any part of the equipment or rectification of defects of works will be free of cost. Further, the defective parts/equipment shall be returned by the purchaser to the

Indian Agent after making replacement. During the guarantee/warranty period the uptime as defined in Para 15 will be required to be maintained. If the down-time exceeds five consecutive days as defined in Para 15 at any time the guarantee/warranty period will be extended beyond twenty four months to a duration equal to the total of such periods of downtime during the period of warranty.

10. (ii) The tenderer will be required to furnish guarantee/warranty as under :

- (a) The tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per specifications and that spares for the equipment will be available for a period of at least 10 years after the guarantee/warranty period. The manufacturer should also warranty/guarantee that it will keep the Institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.
- (b) Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- (c) Guarantee/warranty to the effect that before going out of production of spare parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
- (d) The guarantee/warranty to the effect that the manufacturers will make available to the Institute, the blue-prints and drawings of the spare parts if and when required in connection with the equipment.

10 (iii) The tenderer shall furnish the following warranty/ guarantee in case the contract is placed on him :-

- (a) The tenderer hereby declares that the goods/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/ warranty that the said goods/stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. Such rejection of goods/stores/articles will be at the seller's risks and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/seller, shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the purchaser at his discretion, on an application made thereof by the tenderer, the goods/stores/articles or such portion thereof as rejected by the purchaser. In such an event, the above mentioned warranty/guarantee period of the entire equipment shall be extended by the time taken for these replacements. Otherwise the tenderer shall pay to the purchasers such damage as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf.
- (b) Tenderers should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service.
- (c) Tenderers should categorically confirm that they will give free "After sales services" during guarantee/ warranty period as stipulated in the Clause 10(i) / Annexure C from the date of installation, satisfactory commissioning and handing over of the project/ equipment. Warranty for a period less than as stipulated in Para 10(i) or with conditions may render, the tender invalid.

(d) It is specifically required that the tenderer will supply all the operating and service manuals alongwith blue-prints and drawings including circuit diagrams of the equipment supplied as well as its components.

11. MODE OF DESPATCH, DELIVERY AND COMMISSIONING OF EQUIPMENT :

The equipment with all its accessories should be despatched by air to Delhi (INDIA) duly insured, freight and insurance charges pre-paid. The tenderer is required to undertake to deliver, install, commission and handover the equipment within the stipulated period. The installation of the equipment shall be completed and handed over, within the time schedule given in the tender. This stipulated period should be strictly adhered to for implementation.

12. SUBMISSION OF PBG/AGREEMENT AND DEMURRAGES FOR DELAY IN SUPPLIES/INSTALLATION.

a) The supplier shall ensure submission of duly executed Agreement and the desired Performance Bank Guarantee within 30 days of issue of Supply Order failing which and without prejudice to its remedy under the contract the Supply Order shall stand cancelled except when specific extension is given by the Director, PGI in this regard, only on request from the supplier within 30 days of the issue of Supply Order, citing valid reasons for seeking an extension which shall, in any case, be given for a maximum of 30 days. If Agreement/PBG is not supplied within the stipulated period, action under Para 5 ibid will be applicable and EMD shall be forfeited.

b) 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 demurrages, a sum equivalent to 0.5 percent (0.5%) of the contract price for each week of delay or part thereof until actual delivery or performance, upto a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract as the case may be of the equipment including components, spares, accessories and optional items and civil, electrical and any other miscellaneous work undertaken. The acceptance of the equipment will be based on demonstration of the satisfactory working of all modes of the equipment as tested by the Institute. The Certificate will be issued by the Institute for the satisfactory completion of the supply, installation and commissioning of the equipment in format given in Annexure - G. The suppliers will inform the purchaser in writing intimating the reasons for delay in supplying and for installing the equipment. The purchaser in his sole discretion may consider a reduction / waiver of the penalty for a period to be stipulated in writing. The material, etc. required for demonstration of satisfactory functioning of the equipment shall be arranged by the suppliers.

13. CONTRACT:

The successful bidder will be required to enter into an Agreement (please see Annexure 'D') with the Institute on a non-judicial paper of Rs.30.00 for the supply and satisfactory installation of the equipment as defined above as per specifications and terms and conditions listed in the document and agreed upon.

14. The whole system will be operated by the company engineers/experts for 90 days i.e. till satisfactory installation and commissioning as per Clause 10(i).

15. UPTIME GUARANTEE/WARRANTY:

At the end of the warranty/guaranty period **as stipulated in Clause 10(i) or as indicated in Annexure C** or the extended period on account of penalty, the Institute shall enter into AMC or CMC with the firm as indicated in the Supply Order. The successful bidder shall sign an Agreement as per Annexure 'D' for the entire period of guarantee/warranty and AMC/CMC. The firm will be required to warranty/guarantee that during warranty period as well as during the service contract period, the equipment including accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially shall also be included in the down time if it exceeds 2

days while calculating the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, Public /Govt. holidays observed by the Institute shall be allowed from the total downtime permissible as defined above. The equipment will thus be required to be maintained in satisfactory working conditions for a minimum of 347 days in each period of 365 days which defines the 95% guaranteed uptime required to be maintained in each such period of 365 days. The firm will be required to pay a penalty of **Rs.**_____ per day in case the number of days of downtime in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm. The penalty will apply only for the number of days in excess of the permissible downtime as defined above.

(a) During the guarantee/warranty period, the time taken by the firm for putting the unit in working order more than 5 days where spare parts are required, will be considered as down time, the guarantee/warranty will be extended accordingly. Penalty will also be imposed for excess duration as per the formula given above.

(b) During the AMC, the time taken by the Institute in providing the spares till the function of the unit will not be calculated as down time. But the period of AMC will be extended equivalent to period the unit remain out of order. The firm has to submit the Proforma Invoice for the import of spares within 4 days, extra period than this will be counted as down time.

(c) If the Institute opts to enter CMC, during this period the equipment alongwith its accessories has to be maintained for 347 days in a year as defined in this Para 15. However, 5 days time will be allowed to procure the spares, in case the same has to be imported and this period of 5 days will not be counted as down time.

16. Voltage Stabilizers, Isolation Transformers/U.P.S. systems :

(i) Voltage stabilizers, Isolation Transformer or U.P.S. system, as may be required, should form part of the equipment although separate quotations for the same from indigenous sources shall also be submitted. The voltage range in the Institute varies from 175 - 235. Any defect occurring in the equipment because of the defects in voltage stabilizers, Isolation Transformer or U.P.S. system as the case may be shall be attributable to the suppliers and the cost of repairs and the replacement, if any, shall be borne by the suppliers during the guarantee/warranty period as well as the service contract period.

(ii) If any part of the equipment goes defective on account of inherent fault in the machine or in any component of the equipment and needing replacement shall be replaced by the supplier during the contract period free of cost i.e. to say any defect caused in a part of the machine on account of non-maintenance of the main machine during the contract period shall be attributable to the supplier and the cost of replacement thereof shall be borne by them.

17. LATEST HOUR FOR RECEIPT OF TENDERS:

Your tender must reach this office not later than **2.30 p.m. on the date of opening of the tender.** Tenders sent by hand delivery should be given to the Diarist in the Procurement Branch of the PGIMER not later than 2.30 p.m. on the due date.

18. OPENING OF TENDER:

The technical bids shall be opened at **3.00 p.m. on the date of opening of the tender.** You are at liberty to be present, in person or through your authorized representative, at the opening of the tender at the time and date as specified in the tender notice. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in statement to be furnished alongwith the technical bids. The representative should carry due authorization from the tenderer. Institute in its discretion may not allow any representative, who does not carry authorization for being present in bid opening. In the event of the day of receipt and opening of tender being a holiday for the PGI, then due date of receipt/opening of the tender will be the following working day at the same hour.

The date and time of opening of the Price bids shall be intimated in due course.

19. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

The tendering firms should keep their offers valid for acceptance for a period of 330 days from the date of opening of the technical bids. If the firms are unable to keep their offers open for the above said period, they should specifically state the period for which their offers would remain open but they must realise that such a provision may result in the rejection of their offers, provided, however, that in the event that the day upto which the offer is to remain open is declared holiday for the PGI, the offer shall remain open for the following day.

20. PAYMENT TERMS :

(i) On Shipment :

80% of the FOB value shall be paid through irrevocable Letter of Credit established in favour of the foreign supplier through State Bank of India, Medical Institute Branch, PGIMER, Chandigarh on a bank in the supplier's country, on submission to the bank of the documents specified in the Letter of Credit and further following documents:

- 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.
- b Foreign supplier's certificate confirming that the original shipping documents have been dispatched to the port consignee in accordance with the contract and
- c Any other document specified in the notification of award or the contract.

(ii) On final acceptance :

Remaining 20% of the FOB value and actual freight and insurance (based on production of the receipts of the same limited to the estimated amount as mentioned in the Supply Order) shall be payable by Draft/SWIFT on receipt of goods, on submission of claim supported by the acceptance certificate issued by the consignee/ purchaser's representative in the proforma given in Annexure – G of the NIT, inter-alia mentioning therein the date of completion of 90 days satisfactory and faultless functioning of the equipment and subject to other provisions of the Agreement.

(iii) Payment of Indian Agency Commission :

Payment shall be made by the paying authority in Indian currency on presentation of claim supported by a certificate from the purchaser declaring that the goods have been delivered and that all other contractual services/ obligations, except warranty obligations, have been performed.

21. The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission out of the F.O.B. value to the Indian Agents at the earliest possible after satisfactory installation/commissioning and handing over of the system in good working condition and meeting any other requirements for payment of the Agency commission. The rate of exchange applicable for converting Agency Commission into equivalent Indian Rupees shall be the T.T. selling rate prevalent on the date of releasing the documents by the Bankers. The Indian Agency Commission out of the F.O.B. value will be paid in Indian Currency (Rupees) to be the Indian Agents.

Successful tenderer shall be required to give an undertaking that a resident engineer of the company who is suitably trained to provide prompt and effective and preventive maintenance shall be posted at Chandigarh at all time during the period of guarantee / warranty as defined above as well as the service contract period for which nothing extra shall be payable by the Institute.

22. TRAINING OF PERSONNEL :

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use of the equipment at site at PGI immediately after its installation. For this purpose the company experts shall be required to operate and train the PGI personnel at site at PGI for a minimum period of one month at the company's cost.

23. SUPPLY, INSTALLATION AND COMMISSIONING OF THE EQUIPMENT:

The supply, installation and commissioning of the equipment shall be as per term and conditions given in this annexure and those given in the Agreement (Annexure - D) to be signed by the successful tenderer. The scope of work includes the installation and satisfactory commissioning of the equipment by the firm and training of personnel.

24. INSPECTION :

INSPECTING AUTHORITY : H.O.D. of the concerned department of P.G.I. or any other Authority declared as such by the Institute.

25. Tenderers are required to quote for C.I.F. PGI, Chandigarh.
And also Quote CIF Chandigarh for insurance and freight upto New Delhi Airport.

26. PACKING AND MARKING : Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.

27. PREPARATION AND DELIVERY OF TENDER :

This Annexure (Annexure 'A') and the other Annexures comprising the Tender documents viz. Annexure 'B' (General Questionnaire) Annexure 'C' (Detailed technical specifications), Annexure 'D' (Agreement containing terms and conditions) Annexure 'E' (format of Bank Guarantee), Annexure E1 (Undertaking in case of Bank Guarantee is being submitted in form of FDR/TDR), Annexure 'F' (authorization letter), and Annexure 'G' (certificate of successful completion of equipment) Annexure 'H' (Proforma for Performance Statement) should be returned intact alongwith the Technical bid. Each page of the tender documents (Annexure 'A', 'B', 'C', 'D', 'E', 'E1', 'F', 'G' and 'H' must be signed by the tenderers.

- (i)
 - (a) No tender will be considered unless and until all documents are properly signed.
 - (b) The tender is liable to be ignored if complete information is not given therein.
 - (c) All corrections must be signed by the tenderers in full.
 - (d) The offers should be typed or written in ink. Offers in pencil shall be ignored.
 - (e) Any tender which is not made out in the proper form or is received late after 14.30 hours on the due date shall not be considered.
 - (f) Offers with any price variation clauses shall not be accepted.
 - (g) Any conditional tender or any deviation from the terms and conditions of the Tender notice shall render the tender liable to rejection.
 - (h) Tender qualified by such vague and indefinite expressions as 'subject to immediate acceptance', subject to prior sale shall not be considered.
 - (i) Telegraphic/Telex/Fax offers shall not be accepted.
- (ii) Only manufacturers or their authorised sole distributors/sole Agents are entitled to submit their tenders in accordance with the technical specifications as per Annexure 'C'. All offers other than those from the manufacturers should be supported by an Authority letter from the manufacturers authorising the firm to tender on their behalf and this Authority letter must accompany the Technical Bid. Certificate or photostat copy thereof to the effect that you are the manufacturers of the equipment/authorised sole distributors or Agent for the manufacturers on whose behalf you are quoting must be included in the tender in

the Technical Bid. Offers from manufacturer /their authorised distributor agent will only be considered.

- (iii) In the case of partnership firms where no authority to refer disputes concerning the business of the partnership to arbitration has been conferred on any sole partnership, the tenders and all other related documents must be signed by every partner of the firm.

- (iv) Delivery of Tender: Tenderers should submit their tenders in three parts (Technical Bid, Price Bid and Earnest Money) each part in separate sealed cover as under :-

Technical Bids and Price Bids should each be submitted in triplicate. The Technical Bids and Price Bids (each in triplicate) shall be placed in separate sealed covers duly Superscribed as Technical Bid for _____ and "Price Bid for _____ due at 2.30 p.m. on _____. Both the sealed bids, alongwith the Earnest Money (also in a separate sealed cover so superscribed) should be put in another envelope which will form the main cover." This main cover shall be kept in another cover and submitted addressed to this office viz. "Professor Incharge (EP) (Procurement Branch), PGI, Chandigarh". The outermost cover should be clearly superscribed "Tender for _____ due _____ on _____. All the envelopes should bear the name and postal address of the Tenderer and shall bear the address of this office as given above. The time and date of opening of price bids will be intimated to the tenderers later, after evaluation of the technical bids. Both the bids shall be kept valid for acceptance for a period of 330 days after opening of the technical bids. The purchaser will not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the documents in this office beyond the stipulated date and time stated in the tender documents. The detailed instructions with respect to Technical Bids and Price Bids are given below :-

- (v) TECHNICAL BIDS:

- (1) These should be in triplicate in separate sealed cover as specified above. The Annexure 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H' of this tender form and the covering letter to the Annexure should be returned alongwith the technical bid. Tenderers should state categorically and specifically, the specifications of the equipment offered by them viz. each of the specification clauses in Annexure 'C' attached with this tender notice and bring out clearly improvements/deviations/limitations in the equipment being offered vis-a-vis the specifications and furnish the reference page number of the catalogue/Data Sheet, if any, relating to each specifications. Specific mention should also be made that the tenderer undertakes to comply with the commercial terms and conditions and deviations, if any, in this regard.
- (2) The tenderer must confirm their acceptance in full of the terms and conditions relating to guarantee/warranty and uptime guarantee/warranty as contained in Para 10 and 15 of Annexure 'A' and tenderers must furnish alongwith technical bid guarantee/warranty from the manufacturers as under:-
 - (a) That the tenderer will supply all the operating service manual alongwith blue prints and drawing including circuit diagrams of the equipment supplied as well as its components.
 - (b) Guarantee/warranty that they will give free 'after sale' services during guarantee/warranty period as stipulated in Clause 10(i) or extended as the case may be.
 - (c) Guarantee/warranty that a Resident Engineer of the company who is suitably trained to provide prompt and effective maintenance shall be posted at Chandigarh at all times during the period of guarantee/warranty or extended as the case may be as well as the

service contract period for which nothing extra shall be payable by the Institute.

- (3) Tenderers must attach, alongwith the Technical Bid a photocopy of the Constitution of the firm indicating Partnership Deed, if any, the name of the Proprietor/ Partners and
- (4) Foreign firms quoting direct against this tender enquiry should attach, alongwith the Technical Bid, a certificate giving the name and address of their Indian Agents or their representative they have in position for servicing the equipment in India.
- (5) In case the offer is from other than manufacturers, then a certificate that quantum of Indian Agency Commission mentioned by the firm in the Proforma Invoice is the same as is being charged from other Departments/Institutions for similar items and that no IAC other than that stipulated in the P/Invoice is payable by the Principals to the Indian Agent or any other person must accompany the Technical Bid.
- (6) The Technical Bid must be accompanied with a statement furnishing the name and address of the representative who would be attending the opening of the tender on your behalf.
- (7) The Technical Bid must be supported by detailed technical information about the equipment including a copy of the operating manual as well as the service manual.
- (8) Tenderers must attach with the technical bid a categorical statement as to whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service. The strength of the technical staff available in India be indicated alongwith the places where they are available.
- (9) Specific mention should also be made that the tenderer undertake to comply with the commercial terms and conditions and deviations, if any, in this regard.
- (10) Please furnish a list detailing all places in India where the same equipment or similar equipment has been installed by the company and attach documentary evidence where possible in support of this list and also certificates of its satisfactory working from the users mentioned in the list.
- (11) Please furnish the following alongwith the Technical Bid :-
 - (i) Complete printed literature, all drawings and list of works along with complete specifications for civil, public health, electrical and air-conditioning etc.
 - (ii) Furnish a certificate that the proposed area has been inspected and that the same is adequate for the installation of the quoted model including the air conditioning system. Please furnish the minimum area required for the Turnkey project.
- (12) The exact requirement of line voltage, current rating, etc. and the optimum climate and environment required for the equipment must be stated precisely.
- (13) Details of voltage stabilizers, Isolation Transformer or U.P.S. system, as may be required for the equipment and the air-conditioning requirements, must be stated precisely.
- (14) In case the offer is from other than manufacturers, then an Authority Letter from the manufacturers authorising the firm to tender on their behalf must accompany the Technical Bid.
- (15) Please furnish, alongwith the Technical Bid a certificate or a photostat copy thereof to the effect that you are the manufacturers of the equipment/authorised Agent or distributors for the manufacturers on whose behalf you are quoting.
- (16) Tenderers must furnish alongwith the Technical Bid the latest current valid Income Tax Clearance Certificate or attested photocopy thereof.

(vi) PRICE BIDS.

- (1) These shall be in triplicate in separate sealed cover as specified in Para 27 (iv) above. The price bids should show item-wise break-up of price.

The price quoted should as per sub Para 27(vi)(2) below. The rates for the service contract period as specified in Para 27(vi)(10) below must form a part of the price bid. Rates for the following components of turnkey project should be quoted separately (separately for each), failing which the tender is liable to be rejected.

- (a) Civil
- (b) Electrical
- (c) Air-conditioning
- (d) Public health (water supply; and sanitary fittings)
- (e) Furniture
- (f) Miscellaneous

(Details of above works are given in Annexure 'C').

- (2) The tenderers should quote the rates for the imported items as under. While the F.O.B. prices quoted shall be firm, the indicated insurance and freight charges shall be on estimated basis, payable at actuals.

- (i) Cost of each item (FOB value)
- (ii) Total FOB value of all items.
- (iii) Indian Agency Commission payable to the Indian Agent, if any.
- (iv) Net F.O.B. value (i.e. total FOB value as in (ii) above, less Indian Agency Commission as in (iii) above).
- (v) Add estimated freight and insurance upto PGI, Chandigarh (freight and insurance however will be paid on actuals)

AND

Also quote separately after adding estimated charges of insurance upto PGI, Chandigarh and estimated freight charges upto New Delhi Airport (freight and insurance however will be paid on actuals). The following may be quoted separately:

- a) Installation charges, if any.
- b) Amount of custom clearance/charges, if any.
- (vi) Total CIF value (iv) + (v) above.

NOTE: Comparison of prices would be on the basis of the following:

- i) FOB inclusive of IAC _____
- ii) Installation charges _____
- iii) CMC/AMC _____
- Total = i) + ii) + iii) _____

- (3) Indian Agents quoting on behalf of their Principals abroad should furnish alongwith their Price Bids an original Proforma Invoice from their Principals abroad, failing which the tender shall not be considered and also furnish a copy of the Agency Agreement where applicable.
- (4) Prices quoted for imported goods should not include import duty or any other tax leviable in respect of store and the same shall be chargeable at actuals on production of vouchers unless necessary exemptions are arranged by the Institute.
- (5) The prices quoted for indigenous items must be FOR, PGIMER, Chandigarh. If any sales tax, excise duty etc. is payable the same must be quoted extra clearly failing which it will be presumed that the prices quoted are inclusive of all taxes etc. Where the excise duty is leviable on advaloren basis, tenderer should submit alongwith the tender, the manufacturers price list showing the actual accessible, value of the stores as approved by the excise authorities.
- (6) Where more than one unit of any equipment is required/offered, the rate should be quoted for each unit. The rates quoted in ambiguous terms will render the tender liable to rejection. The rates and units shall not be overwritten. The tender offer should be typed or written in ink. Offers in pencil will be ignored. The words, 'not quoting' should be clearly

written against any item of equipment for which the tenderer is not quoting. All corrections must be signed by the tenderers in full.

- (7) Any quantity discounts must be specifically indicated in the Price Bid.
- (8) Indian Agents quoting on behalf of their Principals abroad on F.O.B./F.A.S./C.I.F. basis should furnish, alongwith the Price Bid :-
 - I. A certificate regarding the net prices, exclusive of commission, profit, etc. to be paid to their principals in foreign currency and indicate separately the amount of the remuneration/ commission/profit which the Indian Agents are entitled to in terms of their Agreement(s) with the Foreign Principals.
 - II. Their Principal's Proforma Invoice or Certificate indicating remuneration/commission/discount etc. to be allowed in the particular transaction whether as a commission for the contract or as a general retained fee, to their Indian Agents, and the nature of the after sales service to be rendered by Indian Agents, and also indicate whether any such payments shall be received by the Indian Agents in India or abroad with the breakup in Indian Rupees and foreign currency.
- (9) The tenderer viz. the Indian Agents and/or the foreign firms should furnish alongwith the Price Bid a certificate that the rates quoted by the firm are the same as are being charged from other Government or Non-Government Departments/Institutions for similar items.
- (10) SERVICE CONTRACT.
 In addition to quoting for the equipment alongwith its accessories, tenderer must quote for Annual Maintenance Contract (AMC) as well as for Comprehensive Maintenance Contract (CMC) for a period of 5 years for maintaining the equipment at this Institute after the period of warranty or extended as the case may be. During the service contract period the firm shall provide four preventive maintenance visits per year in addition to attending all emergency break down calls. The uptime guarantee of 347 days in a block of 365 days as defined in Para 15 also apply to the service contract period. The AMC and CMC rates will be taken into account while comparing the prices.
 - (a) In case of AMC, the charges should be quoted for labour cost only and should not include the cost of any replacement parts/components that may be needing replacement. Thus the charges quoted will be for service only. During the AMC replacement of parts or components that may be needed replacement shall be made available by the Institute at the Institute's own expenses but the firm has to submit the Proforma Invoice for the spares that needs replacement within a period of 4 days failing which the extra period will be counted as down time. During the AMC the time taken by the Institute in providing the spares till the function of the unit will not be calculated as down time but the period of AMC will be extended equivalent to the period the unit remain out of order.
 - (b) If the Institute opts to enter CMC during this period the equipment alongwith accessories has to be maintained for 347 days in a block of 365 days as defined in Para 15. However, 5 days time will be allowed to procure the spares in case the same has to be imported and 5 days will not be counted as down time. In case of CMC, the charges should be quoted for labour cost as well as for the cost of any replacement parts / components that may be required for keeping the equipment and accessories functional.

- (c) The rates of the service contract after warranty period for both AMC and CMC must be indicated strictly as below :

	AMC	CMC	
Rate for 1st year	Rs._____	Rs._____	} for ____ units.
Rate for 2nd year	Rs._____	Rs._____	
Rate for 3rd year	Rs._____	Rs._____	
Rate for 4th year	Rs._____	Rs._____	
Rate for 5th year	Rs._____	Rs._____	

NOTE 1: Rates of AMC and CMC are to be quoted in Indian Rupees only as these shall be paid in Indian Rupees only.

NOTE 2: CMC has to be for all parts. The CMC may also include consumable and reagents to the extent indicated in Annexure C. Any conditional offer may render the tender invalid

The charges for the service contract will be paid in 4 equal installments in arrears for satisfactory service or as per mutually agreed upon schedule.

(11) SPARES:

The spares that are necessary to take care of any possible breakdown of the equipment during a period of 5 years beyond the initial guarantee period should be indicated giving the names and price of each item. This is, however, without prejudice to provision of Para 10. The shelf life of each of the item must be indicated alongwith the time frame during which they are expected to be required for satisfactory maintenance and running of the equipment.

(12) OPTIONAL ACCESSORIES: -

Tenderer must quote separately for optional accessories for the items _____ (list of items and mention individual prices) if any recommended by tenderer.

- (13) Indian Agents quoting on behalf of their principals abroad must attach a photostat copy of their Agency Agreement with their principals abroad regarding quantum of commission payable.
- (14) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.
- (15) The Indian Agency Commission out of the FOB value will be paid in Indian Currency.

28. FORCE MAJEURE :

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil/strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not) Civil War or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

29. ARBITRATION

- (1) If at any time, any question, dispute or difference whatever shall arise between two parties upon or in relation to or in connection with this Agreement, either of the parties may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the Second Party/Third Party. Such a notice of the existence of any question dispute or difference in connection with this Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the Arbitrators shall appoint/nominate an umpire, in the event of the Arbitrators not agreeing in their award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Chandigarh (India). The Arbitrators/Umpire shall give a reasoned award.
- (2) The provision of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this Agreement.
- (3) Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

30. JURISDICTION :

The courts at Chandigarh alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement/contract. It is specifically agreed that no court outside and other than Chandigarh court shall have jurisdiction in the matter.

ANNEXURE 'B'

(To be returned, fully complete, with the Technical Bid)

GENERAL**QUESTIONNAIRE**

- (i) This Annexure must accompany the Technical Bid.
- (ii) The tenderers must give specific answers against each of the following questions.
- (iii) Equivocal or evasive replies will render the tender liable to be ignored.

QUESTIONS :

- 1) Name and address of manufacture :-
- 2) Station/Place of manufacturer :-
- 3) Whether the tendering firm is /are: -
 - i) Manufacturer
 - ii) Manufacturer's authorized agents
 - iii) Holders of stock of the stores tendered for.
- 4) If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacture are also produced in India. If not, give details of materials, components etc. that are imported and their break-up of the indigenous and imported components together with their value and proportion it bears to the total value of the stores.
- 5) State whether raw materials are held in stock in India sufficient for the manufacture of the stores.
- 6) Please state specifically whether the price tendered by you is to the best of your knowledge and belief, not more than the price permissible for you to charge a private purchaser for the same class and description of goods under the provisions of any law for the time being in force and not more than the prices you would charge from other Govt. Depts./Institutions in India. If not, state the reasons as well as the margin of profit included.
- 7) Please indicate the following: -
 - a) The precise relationship between the foreign manufacturers/principals and their Indian Agents/Associates.
 - b) The mutual interest which the manufacturer/principals and the Indian Agents/Associates have in the business of each other.
- 8) Business name and construction of tendering firm. Is the firm registered under :
 - i) The Indian Companies Act, 1956.
 - ii) The Indian Partnership Act, 1932 (please give the name of partner).
 - iii) Any other act.
 - iv) If the firm is not registered please give the name (s) and address of the owner(s)
- 9 (A) Do you agree to various clauses of Para 16 of the Agreement (Annexure D) regarding Arbitration.
- (B) (i) In the case of partnership firms, whether registered under Indian partnership Act, 1932.
- (ii) In case the answer to question at 9(A) by the partnership firms be in the affirmative please state further:-

- (iii) Whether in the partnership Agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
- (iv) If the answer(s) to question 9(B)(iii) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration.
- (C) If the answers to either 9(B)(iii) or 9(B)(iv) is in the affirmative, please, furnish a copy of either the partnership Agreement or the general power of attorney, as the case may be.

Note before (1) : Please attach to the technical bid a copy of the Partnership Agreement or the General Power of Attorney on either of which reliance is placed for authority of partner or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a NOTARY PUBLIC or its execution should be admitted by an affidavit drawn on properly stamped paper by all the partners.

- 10. Indicate clearly the guaranteed delivery/commissioning and handing over period.
- 11. Please state clearly the period for which your offer will be valid for acceptance beyond the date of opening of the Technical Bids (please see note below):

IMPORTANT NOTE: Tendering firms are requested to keep their offers valid for acceptance for a period of 330 days from the date of opening of the Technical Bids. If the firm is unable to keep its offer open for the specified period of 330 days, then they should specifically state the period for which their offers would remain open but they must realize that such a provision may result in the rejection of their offers.

- 12. Please furnish the following details:-

Indian Agent

Income Tax

Permanent Account Number :

ANNEXURE 'C'
(To be returned with the Technical Bid)

TECHNICAL SPECIFICATIONS FOR _____

NOTE : This Agreement is applicable to all the items tendered on or after October 19, 2004

ANNEXURE – D

(To be returned with the Technical Bid)

Terms and conditions of the Agreement to be executed by successful Tenderers.

This Agreement regarding the supply, installation and maintenance of _____ made this day _____ Two thousand and _____ by and between Postgraduate Institute of Medical Education & Research (PGIMER), Chandigarh, represented by Director, PGIMER, Chandigarh (Hospital/user) (herein after referred to as the First Party) and M/s _____ and their agents _____ (hereinafter referred to as the “Second Party and “Third Party” respectively) which expression shall unless specifically excluded by or repugnant to the context include their Heirs, Executors, Administrator, Legal Representatives and Assignees. The second party may nominate their agent if they so desire and inform the First Party in writing about such appointment. It is further stipulated that notwithstanding anything else in this Agreement, the Second Party shall inform the First Party in writing about the change of such agency. Further, the new agency shall remain bound by the present Agreement irrespective of any arrangement written or otherwise between the Second Party and its agents to which agreed that this Agreement will be binding on all parties collectively and separately.

2.0 THE AGREEMENT :

2.1 This Agreement concerns the supply installation and commissioning of _____ equipment on turnkey basis to be supplied by the Second Party and Third Party according to Supply Order(s) No. _____ Dated _____ and their Proforma Invoice No. _____ dated _____ a copy of which is appended (Annexure____) . Further, the equipment is to be installed by the Second Party and the Third Party at the designated premises of the first party according to the schedule agreed upon as stated below.

- 2.2 The Second Party and Third Party agree to supply, install and commission the entire equipment within the period of **84 days** after the opening of the Letter of Credit opened by the First Party for the supply, installation and commissioning of the said equipment.

2.3 **MODE OF DESPATCH**

The equipment with all its accessories should be despatched by air to Delhi (India) duly insured upto Chandigarh, freight and insurance charges prepaid.

- 2.4 The Second and Third Party shall ensure submission of performance Bank Guarantee and duly executed Agreement within 30 days of issue of Supply Order failing which and without prejudice to its remedy under the contract, the Supply Order shall stand cancelled, except when specific extension is given by the Director, PGI in this regard, on a request from the supplier within 30 days of issue of Supply Order, citing valid reasons for seeking extension, which shall, in any case, be given for a maximum of 30 days. If the PBG and Agreement is not supplied, as called for within the stipulated period, the Supply Order shall be liable to be cancelled and EMD forfeited.

- 2.4 (a) Further, the equipment will be supplied, installed, commissioned and handed over to the First Party in complete working order within a total period of **84 days** after the opening of the Letter of Credit.

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 demurrages, a sum equivalent to 0.5 % of the contract price for each week of delay or part thereof until actual delivery or performance, upto a maximum deduction of 10 (ten)% percent of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract by which the supplies or their satisfactory installation, commissioning and handing over is delayed. The Second Party and Third Party will inform the First Party in writing, intimating the reasons for delay in supplying, commissioning and handing over of the equipment in satisfactory working order. The First Party at its sole discretion may consider a reduction or waiving of the penalty for a period to be stipulated in writing.

- 2.5 The system operational efficiency and concepts would be fully demonstrated after job completion by the Second/Third Party for which nothing extra shall be payable by the Institute. The materials etc. required for demonstration of satisfactory functioning of the equipment shall be arranged by the Second and Third Party.

- 2.6 Thorough inspection of the equipment system will be carried out by the First Party only on completion of the entire job of installation and commissioning of the equipment. The acceptance of the equipment will be based on demonstration of the satisfactory working of all modes of the equipment as tested by the Inspecting Authority.

- 2.7 This Agreement comes into effect from the date of opening of the Letter of Credit in favour of the Second Party. The Agreement will initially be valid for a **period of _____ years** to be counted from the date of installation and commissioning & handing over of the equipment. **This duration of _____ years includes the guarantee period of _____ years followed by the service contract period of _____ years.**

- 2.8 On expiry of the initial **period of _____ years**, this Agreement may be renewed for a further period by mutual Agreement between the parties in writing. However, notwithstanding anything else stated here, the Second Party undertakes to continue to provide service and required spare parts at an agreed price for the entire life of the equipment. Further, the Second Party undertakes to provide all the circuit diagrams of the entire equipment, including all its accessories, in the event the particular model is phased out of production. It further agrees to provide and sell to the First Party all spare parts that may be needed for the remaining life of the equipment.

3. **PRICES:**

- 3.1 Prices of the equipment as shown in **Annexure _____** **viz _____** are CIF for destination PGIMER, Chandigarh (Site of installation) with the break up for approximate freight and insurance, agency commission, installation charges payable at actuals.

4. PAYMENT TERMS:

(i) On Shipment :

80% of the FOB value shall be paid through irrevocable Letter of Credit established in the favour of the foreign supplier through State Bank of India, Medical Institute Branch, PGIMER, Chandigarh on a bank in the supplier's country, on submission, to the bank, of the documents specified in the Letter of Credit and further following documents:

- 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
- b foreign supplier's certificate confirming that the original shipping documents have been dispatched to the port consignee in accordance with the contract and
- c any other document specified in the notification of award or the contract.

4.2 ON FINAL ACCEPTANCE:

Remaining 20% of the FOB value and actual freight and insurance (based on production of the receipts of the same limited to the estimated amount as mentioned in the Supply Order) shall be payable by Draft/SWIFT on receipt of goods on submission of claim supported by the acceptance certificate issued by the consignee/ purchaser's representative in the proforma given in Annexure – G of the NIT, inter-alia mentioning therein the date of completion of 90 days satisfactory and faultless functioning of the equipment and subject to other provisions of the Agreement.

4.3 The **Indian Agency Commission** of Rs. _____ will be paid to the Third Party and has been included in the total FOB value of the equipment.

4.4 The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission out of the FOB value to the Third Party at the earliest possible after satisfactory installation/commissioning and handing over of the system in good working condition and meeting any other requirements for payment of the Agency Commission. The rate of exchange applicable for covering Agency commission into equivalent Indian Rupees shall be the TT selling rate prevalent on the date of releasing the documents at the time of shipment by the bankers. The Indian Agency Commission out of the FOB value will be paid in Indian Currency (Rupees) to the Third Party.

4.5 The equipment will be installed by the Second Party or the Third Party at the designated premises of the First Party.

4.6 The octroi exemption certificate, if required, shall be provided by the First Party.

4.7 It is agreed that increase in price on account of any statutory increase or fresh imposition of customs duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the accepted tender which takes place after the date of delivery installation, commissioning and handing over period stipulated in the contract, shall not be admissible on such of the said stores as are delivered after the stipulated date of delivery and completion. This is subject to Force Majeure clause.

4.8 It is agreed that notwithstanding anything stipulated in the contract for increase in price on any other grounds, such increase which takes place after the date of the delivery and completion stipulated in the contract shall not be admissible on such of the said stores as are delivered after the expiry of the delivery and completion period stipulated in the contract.

4.9 But, nevertheless, the Institute shall be entitled to the benefit of any decrease in price on account of reduction in or remission of custom duty, excise duty or sales tax or any other tax or duty or on accounts of any other grounds, which takes place before the date of actual delivery of the goods.

- 4.10 A certificate shall be submitted, along with the final payment bills of the tendering firm, stating whether or not they have any pending appeal/protest for refund of partial or full excise duty already reimbursed to the firm by the Institute pending with the excise authorities and if so, the nature, the amount involved and the position of such appeals. This certificate should be signed by the Managing Director/Manager/ Accountant of Second/Third Party.

5. IMPORT FORMALITIES AND CUSTOMS CLEARANCE :

- 5.1 The equipment requiring import from abroad will be imported under the OGL scheme, for which Second Party and Third Party will ensure, before shipment takes place, that the equipment in question can be imported under the said scheme.
- 5.2 It will be the responsibility of the Third Party to get the customs clearance of the equipment duty free where this dispensation is available. It will also be the responsibility of the Third Party to pursue any claims with the customs authorities/insurance company, cargo operators and transporters as may arise at any stage.
- 5.3 The N.M.I.C. (Not Manufactured in India Certificate) and the C.D.E.C. (Custom Duty Exemption Certificate) will be provided by the First Party. However, the Second Party and third party will effect the shipment only after seeking confirmation regarding availability of the above from the First Party. Delays on this account will not count towards any penalty clauses in this Agreement.
- 5.4 The First Party shall indicate in the Supply Order whether any custom duty / excise duty exemption is available. The First Party shall make available such custom / excise duty exemption certificate. However, it shall be the responsibility of the Second and Third Party, before despatching the consignment to ensure that such exemption certificates have become available with the First Party. Failure on this part of Second and Third party will render them liable to pay all demurrage charges which become payable.

6. INSURANCE

- 6.1 The Second Party will ensure that the equipment is properly insured for the full C.I.F. value to cover the transit **upto site of installation** (At user's premises) and to cover the further storage period etc. upto and of the period of satisfactory installation as agreed upon. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the unit then in that event any transit and storage damages which come to light after such delays shall be at the risks and cost of the second/Third Party. The second party/Third Party will provide to the First Party, after due inspection, a detailed list of any loss or damage that may have occurred so as to enable the First Party to file the appropriate claims that may arise with the insurance company(ies). The second/Third Party undertakes to provide all assistance in pursuing any such insurance claims expeditiously. In lieu of damaged/lost items etc. regardless of the fact whether the claim is settled by the underwriters or not, the Second Party's liability is restricted to making free replacement/rectifications and any local expenses such as Customs Duty Clearance etc. connected with such replacements shall be borne by the First Party.
7. It should be noted that if, in consideration of offer of earlier delivery, the contract is placed with a higher tenderer in preference to the lowest acceptable offer, the tenderer will be liable to pay to the Institute the difference between the contract rate and that of the lowest acceptable tender on the basis of the final price for destination, including all elements of freight, sales tax, local taxes, duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified and incorporated in the contract. This is in addition to and without prejudice to other rights of the Institute to recover all other losses and damages resulting from delayed supplies and of cancellation and risk purchase in case of failure to supply the stores.

8. GUARANTEE/WARRANTY:

8.1 Guarantee/warranty shall be for a period of _____ months.

8.2 The foreign suppliers and the tenderer should guarantee the entire equipment against defects of manufacture, workmanship and poor quality of components.

8.3 The guarantee/warranty against defects of manufacture, workmanship and poor quality of components shall be for the entire equipment and work conducted under the contract. During the guarantee period the replacement of any part(s) of the equipment or rectification of defect of works shall be free of cost.

8.4 UPTIME GUARANTEE

The firm will be required to give warranty / guarantee that during warranty period the equipment, including accessories, will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation, entirely or partially, shall also be included in the downtime if it exceeds 2 days, while calculating the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, Public/Govt. holidays observed by the Institute shall be allowed from the total down time permissible as defined above. The equipment will thus be required to be maintained in satisfactory working conditions for a minimum of 347 days in each period of 365 days which defines the 95% guaranteed uptime required to be maintained in each such period of 365 days. This guaranteed uptime shall be calculated for each block of 365 days.

8.5 The Second Party and Third Party will be required to pay a **penalty of Rs. _____ per day** in case the number of days of downtime in each period of 365 days is more than the downtime permissible during warranty period which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm. The penalty will apply only for the number of days in excess of the permissible downtime as defined above.

8.6 The Second Party and the Third Party guarantee that the equipment being offered is the latest model and that spares for the equipment will be available for a period of at least 10 years (life span). The Second Party and the Third Party also guarantee that they will keep the Institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.

8.7 The Second Party and Third Party guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span (to be mutually decided) of the equipment if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.

8.8 The Second Party and Third Party guarantee that before going out of production of spare parts, the Second Party/ Third Party will give adequate advance notice of atleast six months to the First Party so that the First Party may undertake to procure the balance of the life time requirements of spare parts.

8.9 The Second Party and Third Party guarantee that they will make available to the First Party the blue prints and drawings of the spare parts as and when required in connection with the equipment.

8.10 The Second Party and Third Party guarantee that the goods/articles supplied to the First Party under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clauses here of and the Second Party and Third Party hereby guarantee that the said goods/stores/articles conform to the description and quality aforesaid. The First Party will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the

goods/ stores/articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The Second Party and Third Party shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the First Party at his discretion, on an application made thereof by the Second Party/Third Party, the goods/stores/articles or such portion thereof as rejected by the First Party. In such an event, the above mentioned warranty/guarantee period of the entire equipment shall be extended by the time taken for these replacements. Otherwise, the second/Third Party shall pay to the First Party such **demurrages** as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the First Party in that behalf.

- 8.11 The Second Party and Third Party will submit a **Performance Bond / Bank Guarantee (PBG) for 10% of the F.O.B. value** of the equipment amounting to **Rs. _____** towards the execution of the Agreement and the warranty valid till the expiry of the warranty **period of _____ months**, or extended period of warranty of **_____ months** as the case may be. The PBG should however be valid for **at least _____ months**. After receipt of said bank guarantee, the First Party will return the call deposit receipt already submitted by the Second Party and Third Party as earnest money. On expiry of the warranty period, the PBG will be returned by the First Party to the Second Party and Third Party but only after the latter parties have submitted a fresh Bank Guarantee for **Rs. _____ valid till the expiry of the period of the service contract**. The fresh Bank Guarantee to cover the service contract shall be submitted at least one month before expiry of the previous Bank Guarantee and shall be for 5% of FOB value of the equipment referred to above in case of AMC and for 10% of FOB value of the equipment referred to above in case of CMC.

9. TRAINING OF PERSONNEL

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use of the equipment at site at PGI immediately after its installation. For this purpose the company experts shall be required to operate and train the PGI personnel at site at PGI for a minimum period of one month at the company's cost.

10. The Second Party/Third Party hereby agree to station at all times at Chandigarh, at their cost, a Resident Engineer who is suitably trained for affective preventive and prompt maintenance of the equipment during the period of **guarantee/warranty of _____ months** or extended period of warranty and the service contract period.

11. INSTALLATION AND SATISFACTORY COMMISSIONING OF THE EQUIPMENT:

11.1 The scope of work includes the satisfactory installation and satisfactory commissioning of the equipment by the Second and Third Party. The term satisfactory installation and commissioning and handing over wherever used in this contract/Agreement will mean satisfactory and faultless functioning of the equipment for **90 days** and of works conducted there under covered under the contract in working order. The Second Party and Third Party shall in consultation with the First Party, furnish at no extra cost to the First Party within 15 days of the Supply Order, the full details of all works required to be carried out by the Institute in connection with the completion of the work within the stipulated period.

11.2 In case the equipment is not installed and/or put in working condition to the full satisfaction of First Party within the period stipulated in the Agreement or within such time as may be extended in writing by the First Party, or the equipment does not function properly during the period of **_____ years** from the date of its installation the First Party shall be entitled to return the equipment and seek the refund of the amount paid and the interest accrued thereon/demurrages borne by it from the Second and the Third Party jointly and severally.

12. MAINTENANCE OF THE EQUIPMENT DURING SERVICE CONTRACT PERIOD:

12.1 It shall be the responsibility of the Second Party and Third Party to keep the equipment including its accessories, covered under this Agreement in good working condition during the **entire service contract period of _____ years**, which will start with the expiry of the guarantee period as stipulated in Para 8.1 or extended period as the case may be from the date of installation of the equipment. During the service contract period, the equipment, including accessories, will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order for more than 5 hours during the period 8.00 AM to 5.00 PM on any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially shall also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, Public/Govt. holidays observed by the Institute shall be allowed from the total downtime permissible as defined above. The equipment will thus be required to be maintained in satisfactory working conditions for a minimum of 347 days in each period of 365 days which defines the 95% guaranteed uptime required to be maintained in each such period of 365 days. The firm will be required to pay a penalty of **Rs _____ per day** in case the number of days of downtime in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm. The penalty will apply only for the number of days in excess of the permissible downtime as defined above.

12.1 (a) During the AMC, the time taken by the First Party in providing the spares till the functioning of the unit will not be calculated as down time. But the period of AMC will be extended equivalent to period the unit remains out of order. The Second Party has to submit the Proforma Invoice for the import of spares within 4 days. Extra period than this will be counted as down time.

12.1 (b) During the guarantee/warranty period the time taken by the Second Party for putting the unit in working order more than 5 days will be considered as down time, the guarantee/warranty will be extended accordingly.

12.1 (c) If the First Party opts to enter CMC during this period, the equipment along with its accessories has to be maintained for 347 days in a year as defined in above Para 12.1. However, 5 days time will be allowed to procure the spares, in case the same has to be imported and this period of 5 days will not be counted as down time.

12.2. The Second Party will furnish a Bank Guarantee as stipulated in Para 8.11 of the Agreement.

13. **SPARES:**

13.1 **SPARES PARTS DURING GUARANTEE/WARRANTY PERIOD :**

All spare parts required during the guarantee/warranty period of the equipment as defined in Clause 8 for the satisfactory maintenance, running and upkeep of the equipment shall be provided by the second/Third Party at its cost, expenses and care. All such defective parts/components replaced by the second/Third Party during the guarantee period and Comprehensive Maintenance Contract period shall be the property of the second/Third Party.

13.2 During the Annual Maintenance Contract period, replacement of parts/components that may be needing replacement shall be made available by the First Party to the Third Party at the First Party's own expense. Replacements may be the property of First Party.

14. Service charges and payment during service contract period.
- 14.1 The maintenance service charges will become effective automatically after the expiry of the guarantee period or extended warranty period as stipulated in Para 8.11 of the Agreement from the date of satisfactory installation and commissioning and handing over of the complete equipment including all accessories.
- 14.2 The _____ **Maintenance Contract Service Charges** payable during the service contract period by the First Party to the Third Party shall be as under :-

Rate for 1st year = Rs. _____
 Rate for 2nd year = Rs. _____
 Rate for 3rd year = Rs. _____ For _____ Units
 Rate for 4th year = Rs. _____
 Rate for 5th year = Rs. _____

NOTE: The AMC / CMC charges shall be payable in Indian Rupees only.

- 14.3 In case CMC, these charges include the cost of replacement parts/components/spares/accessories etc which shall be borne by the Second and Third Party. In case of AMC these charges do not include the cost of any replacement parts/components etc.
- 14.4 The payment of the Service Contract will be released to the firm in four equal installments after verification of all service reports. The payment will be made after the expiry of each quarter.
- 14.5 The firm will arrange 4 regular visits (one every three months) every year for keeping the equipment in good working condition during the period of Service Contract. In addition to it, the firm will be responsible for attending to all emergency break down calls as and when required by the concerned department during the year.
- 14.6 No price revision will be accepted by the First Party during the tenure of the Agreement.
15. **FORCE MAJEURE :**

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not), Civil War or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

16. **ARBITRATION :**

- 16.1 If at any time, any question, dispute or difference whatever shall arise between the two parties upon or in relation to or in connection with this Agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the Second Party/Third Party. Such a notice of the existence of any question, dispute or difference in connection with the Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference, the Arbitrators shall appoint/nominate an Umpire. In the event of the Arbitrators not agreeing in their award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Chandigarh (India). The Arbitrators/Umpire shall give a reasoned award.

- 16.2 The provisions of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this Agreement.
- 16.3 Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

17. JURISDICTION:

The courts at Chandigarh alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement/Contract. It is specifically agreed that no court outside and other than Chandigarh court shall have jurisdiction in the matter.

ANNEXURE - 'E'
(To be returned with the Technical Bids)

PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the Director, Postgraduate Institute of Medical Education & Research, Chandigarh (*hereinafter called the purchaser*) having agreed to release the 100% payment of net F.O.B. price as per terms and conditions of a concluded Contract No _____ dated _____ (*hereinafter called 'the contract'*) for supply of _____ (*hereinafter called the goods and services*) to Messrs _____ (*hereinafter called 'the supplier'*) on submission of a Bank Guarantee to the 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 any 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 part 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 a 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, undertake 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 of the said contract and that it shall continue to be enforceable 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 Director, Postgraduate Institute of Medical Education & Research that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges 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 any 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 forbear 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 purchaser 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 undertakes 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 the terms and conditions of the contract.

Place
Date

Signature and seal of the bank

ANNEXURE - 'E1'

(Undertaking from the Supplier on a Non Judicial Stamp Paper of Rs. 5/- duly attested by Notary)
(To be returned with the Technical Bids)

PERFORMANCE BOND / GUARANTEE

In consideration for the Director, Postgraduate Institute of Medical Education & Research, Chandigarh (*hereinafter called the purchaser*) having agreed to release the 100% payment of net F.O.B. price as per terms and conditions of a concluded Contract No _____ dated _____ (*hereinafter called 'the contract'*) for supply of _____ (*hereinafter called the goods and services*) to us i.e. Messrs _____ (*hereinafter called 'the supplier'*) on submission of a Performance Bond to the satisfaction of the purchaser for the due performance of the said contract.

We, Messrs _____ (*hereinafter called 'the Supplier'*) hereby submit the FDR/TDR No. _____ issued by _____ (Name of the Bank) for Rs. _____

pledged in favour of Director, PGIMER / Medical Superintendent, PGIMER as Performance Guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any 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 part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the Supplier, do hereby authorize Director, PGIMER to forfeit this Performance Guarantee amount/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 us of any of the terms and conditions contained in a said contract or by reason of our failure or omission or negligence to perform the said contract or any part thereof.

We, the Supplier, undertake 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 Supplier, further agree that the Performance Bond/Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable 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 Director, Postgraduate Institute of Medical Education & Research certifies that the terms and conditions of the said contract have been fully and promptly carried out by us and accordingly discharges this Performance Bond / Guarantee.

We, the Supplier, 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 us from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against us and forbear 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 us or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to us 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 Performance Bond / Guarantee will not be discharged due to the change in the constitution of the Supplier.

We, the Supplier, lastly undertakes not to revoke this Performance Bond / Guarantee except with the previous consent of the purchaser in writing.

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the Supplier

Place
Date

ANNEXURE - 'F'

MANUFACTURERS AUTHORISATION FORM

To
The Director,
Postgraduate Institute of Medical
Education & Research,
Sector 12, Chandigarh.

Dear Sir,
Tender No.

We, _____, who are established and reputable
manufacturers of _____, having factories at _____ and _____,
hereby authorise Messrs. _____ *[name and address of agents]*
to bid, negotiate and conclude the contract with you against Tender No.
_____ for the above goods manufactured by us.

We shall remain responsible for the tender / Agreement negotiated by the said M/s
_____, jointly and severely.

No company or firm or individual other than Messrs.
_____ are authorised 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 ex-works price is payable to
Messrs. _____.

We hereby extend our full guarantee and warranty as per clause 15 of the conditions of
contract for the goods offered for supply against this invitation for bid by the above firm.
Our other responsibilities include :

- i _____
 - ii _____
- [here specify in detail manufacturer's responsibilities]*

The services to be rendered by Messrs. _____ are as
under :
i _____
ii _____
[here specify the services to be rendered by the agent]

In case duties of the agent are changed or agent is changed it shall be obligatory on us to
automatically transfer all the duties and obligations to the new Indian Agent failing which we will
ipso-facto become liable for all acts of commission or omission on the part of new Indian agent.

Yours faithfully,

[name]
for and on behalf of Messrs. _____
[name of manufacturers].

Note : This letter of authorisation should be on the letterhead 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 notarised power of attorney
should also be furnished.

ANNEXURE - 'G'

PROFORMA OF CERTIFICATE FOR ISSUE
BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

No. _____ Date _____

To
Messrs. _____

Subject : Certificate of installation/commissioning of equipment/plant and its satisfactory and faultless functioning for 90 days after installation/commissioning.

01 This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good condition along with all the standard and special accessories and a set of spares (subject to remarks in para no. 02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- a Contract No./Supply Order No. _____ dated _____
- b Description of the equipment(s)/plant(s)
- c Sr. No. of equipment(s)/plant(s).
- d quantity
- e Bill of lading/air way bill/railway receipt/goods consignment note no. dated _____
- f Date of installation/commissioning
- g Date of completion of 90 days satisfactory and faultless functioning of equipment.

02 Details of accessories/spares not yet supplied and recoveries to be made on that account. :

Sl. No.	Description of item	Quantity	Amount to be recovered

03 The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

04 This will be without prejudice to the recoveries/penalties/LD which become payable due to omission or commission on the part of the Second and Third Party as per the Agreement, Supply Order and LOC.

Signature
Name
Designation with stamp

Explanatory notes for filling up the certificate :

- a. He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract.
- b. Training of personnel has been done by the supplier as specified in the contract.
- c. It should always be kept in mind that satisfactory installation and commissioning means satisfactory and faultless functioning of the equipment for 90 days and of works conducted there under covered under the contract in working order.

Proforma for performance statement
(for the period of last three years)
IFB No. :

Dated of opening :

Name and address of the tenderer

Ordered placed by (full address of purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of contract		Remarks indicating reasons for delay, if any	Have the goods been functioning satisfactorily (attach documentary proof)
				As per Contract	Actual		
1.	2.	3.	4.	5.	6.	7.	8.

NOTE : Please indicate major order only.

Signature and seal of the tenderer

