

BID DOCUMENT

**INVITATION FOR BIDS
FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF
VENTILATORS
FOR
NATIONAL INSTITUTE OF COMMUNICABLE DISEASES,
NEW DELHI**

TENDER DOCUMENT

BID REFERENCE: IFB No. HSCC/PUR/NICD/2008/A Dated 30.1.2008

Date: 30.1.2008

BID DOCUMENT - LIMITED TENDER

To,

(Prospective Bidder).....
.....
.....

Our Ref.: IFB No. HSCC/PUR/NICD/2008/A Dated 30.1.2008

Your ref: _____

**SUBJECT: INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING
& COMMISSIONING OF VENTILATORS FOR NATIONAL
INSTITUTE OF COMMUNICABLE DISEASES, NEW DELHI**

Sir

1. Enclosed please find bid document for Limited Tender for Supply, Installation, Testing & Commissioning of Ventilators.
2. The date for the Bid receipt and opening will be as per IFB. However, in the event of the day of receipt and opening of tender being declared a holiday, the due date of receipt and opening of tenders will be the following working day at the same time.

Kindly acknowledge the receipt of the Bid Document.

Executive Director (Proc & PG-I)

Encl: As above

MINISTRY OF HEALTH & FAMILY WELFARE
through

HSCC (INDIA) LTD.
(A Govt. of India Enterprises)

Plot No. 6 (A), Block – E, Sector-I, NOIDA (U.P.)-201301.
Tel.:91- 120- 2542440 (5 Lines) Fax : 2542447

INVITATION FOR BIDS (IFB)

IFB No. HSCC/PUR/NICD/2008/A

Dated : 30.01.2008

HSCC (India) Ltd. invites sealed bids in single stage two bid system on limited tender basis for & behalf of National Institute of Communicable Diseases, Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India, New Delhi for **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF VENTILATORS** as detailed below :

Line Item	Description of Equipments	Quantity	BID Security	Date of Submission
1	Ventilators	100	10,00,000/-	11.02.2008

- i. Bid document may be referred for detailed specifications, quantity, terms and conditions of tendering, line items, bid security, consignee and other relevant details.
- ii. Bid evaluation shall be made on the basis of total “All Lump sum Price” to be offered for each line item. Any part/incomplete offer in a particular line item shall be rejected.
- iii. Bidders may quote for any one line item or more of line items for full quantity. Bid security should be given separately for each line item as indicated.
- iv. A specimen copy of bid documents is kept available for inspection (free of cost) at the bid document sale counter for the benefit of prospective bidders
- v. Bids shall be evaluated separately for each line item.
- vi. In case of goods of import origin, a foreign manufacturer can quote through their authorized agent.

BID DOCUMENT: Bid Document is enclosed herewith free of cost. The last date for submission of bids has been indicated in the bid document.

HSCC takes no responsibility for delay, loss or non-receipt of tender documents sent by post either way.

HSCC reserves the right to accept or reject any or all of the tenders in full or in part including the lowest without assigning any reasons thereof or incurring any liability thereby.

The last date of submission of bids is 11.2.2008 up to 3.00 PM . The bids shall be opened on the same day at 3.30 PM in presence of bidders or their authorised representatives who choose to be present.

A copy of this document is also available at our website <http://www.hsccltd.co.in/tender.htm>

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Executive Director (Proc & PG-I)

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

THE BIDDING DOCUMENTS

1. CONTENT OF BIDDING DOCUMENTS:

- 1.1 The Goods required, bidding procedures and tender & contract terms are prescribed in this Bidding Document and includes (i) IFB, (ii) Section I (ITB), (iii) Section II (GCC), (iv) Section III (Minimum Qualification Criteria), (v) Section IV (Schedule of Requirements) (vi) Section V (Technical Specifications), besides Bid Form & Price Schedule , Bid Security Form, Contract Form, Performance Security Form, Consignee receipt form, Bid form, Performance Statement Proforma and Manufacturer's Authorisation Form.
- 1.2 The Bidders are expected to examine all instructions, terms, specifications etc. in the Bidding Documents. Failure to furnish information required by Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and may result in rejection of its Bid.
- 1.3 COST OF BIDDING:
- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and HSCC, hereinafter referred to, as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.4 The bids shall be submitted as per the Bid Form enclosed.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents that it receives not later than 7 days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including and explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

3. AMENDMENT OF BIDDING DOCUMENTS :

- 3.1 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.
- 3.2 The amendment will be notified in writing or by Fax or cable to all prospective Bidders who have received the Bidding Documents and will be binding on them.
- 3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.

4. LANGUAGE OF BID :

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid

exchanged by the Bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. **DOCUMENTS COMPRISING THE BID :**

The two-part Bid, that is, Techno - commercial bid and Price bid prepared by the Bidder shall comprise the following:

- a) **Techno - Commercial Bid (un - priced bid):** This should inter-alia include the following:
- i) Bid security furnished in accordance with Clause 9.
 - ii) Bid Form enclosed at Section VI.
 - iii) Detailed technical specifications of items quoted and if applicable, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
 - iv) Statement of Deviations parameter wise from Tendered Commercial conditions, if any
 - v) Statement of Deviations parameter wise from tendered Technical specifications if any;
 - vi) Authority Letter from manufacturer in case Bid is submitted by Agents;
 - vii) Bidders to indicate Name and Address of their Bankers; and
 - viii) Balance sheet in original or a Photostat copy thereof for the last three years.
 - ix) Documentary evidence established in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted.
 - x) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
- b) **Price Bid:** The information given at Sr. No. 5 (a) (ii) & (iii) above should be reproduced with prices indicated.

6. **BID PRICE :**

6.1(a) **Offer for Indigenous Goods**

The Price bid for each Line item to commensurate with scope of supply and should indicate the Price as under :

- (a.1) Cost of Stores , Excise Duty , Inland Transportation , insurance & other local costs incidental to delivery of the goods to their final destination (Consignee Premises), Packing & forwarding charges, Incidental Services if any except for annual maintenance charges which shall be quoted separately.
- (a.2) Cost of installation, Testing and Commissioning at consignees premises.

- (a.3) The prices should include the cost of 5 years Warranty Service and cost of 5 years Comprehensive Maintenance Contract with spares should be quoted. The CMC shall be quoted separately in the format provided in Section VI

Custom Duty Exemption Certificate (CDEC) and Octroi Exemption Certificate will be issued by the Ministry/ consignee and price to be quoted accordingly.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advise the purchaser and quote accordingly. **Bidders shall indicate the actual amount of octroi, excise/ Custom duty, normal sales tax etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate, etc.**

6.1(b) **Offer for Import Origin Goods**

Offers for Import origin goods shall clearly indicate firm, "All inclusive lump sum price" calculated in equivalent Indian Rupees and giving break up of as FOB (Free on Board), CIF (Cost, Insurance and Freight), Customs Duty, Custom clearance charges etc., local transportation (From Airport to Consignee Premises) and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. The all inclusive lump sum price shall take care of impact of foreign exchange rate fluctuations etc. and accordingly arrive at the all inclusive lump sum price in equivalent Indian Rupees and this shall be the ceiling amount payable.

The Price bid for each Line item to commensurate with scope of supply and should indicate the Price as under :

- (b.1) FOB (Free on Board), CIF (Cost, Insurance and Freight), Customs Duty, Custom clearance charges etc., local transportation charges (From Port to Consignee Premises) and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods, Packing & forwarding charges, Incidental Services if any except for annual maintenance charges which shall be quoted separately.
- (b.2) Cost of installation, Testing and Commissioning at consignees premises.
- (b.3) The prices should include the cost of 5 years Warranty Service and cost of 5 years Comprehensive Maintenance Contract with spares should be quoted. The CMC shall be quoted separately in the format provided in Section VI

Bidders shall include all the taxes, duties etc. applicable for supplying the goods to their final destination. Custom Duty Exemption Certificate (CDEC) and Octroi Exemption Certificate will be issued by the Ministry/ consignee and price to be quoted accordingly.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advise the purchaser and quote accordingly. **Bidders shall indicate the actual amount of octroi, excise/Custom duty etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate etc.**

- 6.2 The Bidders are free to quote for any one or more of the Line items. The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for every individual Line item.

- 6.3 Bid Evaluation shall be done on the basis of the “All Inclusive Lump Sum Price” quoted by the bidder. The All inclusive Lump sum price will include wherever applicable charges for initial Warranty as specified in Schedule of Requirement and Comprehensive Maintenance Contract (CMC) with spares for the next five years.

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

- 7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.
- 7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:
- that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. In this regard, the Bidder should submit an Authority Letter from their manufacturers.
 - The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract; **The minimum qualification Criteria is indicated at Section III.**
 - The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. **DOCUMENT ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

- 8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.
- 8.2 The documentary conforming evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:
- a detailed description of the Goods essential technical and performance characteristics:
 - a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.**
- 8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its

Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. **BID SECURITY**

- 9.1 The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB)/ Press Tender Notice/NIT, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB.
- 9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub clause 9.7.
- 9.3 The Bid Security shall be in the form of a crossed Account Payee demand draft drawn in favour of M/s HSCC (India) Limited, payable at Noida/New Delhi or in form of a Bank Guarantee from a Nationalised or scheduled Bank. The validity of Bank Guarantee shall be 135 days from the day of bid opening.
- 9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno - commercial & price bid will be treated as invalid.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by clause 10.
- 9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:
- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
 - b) in the case of a successful Bidder, if the Bidder fails :
 - i) to sign the contract in accordance with Clause 23 ;
 - ii) to furnish Performance Security in accordance with Clause 24.
 - iii) if the bidder does not accept an error correction pursuant to clause 17.2
- 9.8 No interest will be payable by the Purchaser on the Bid Security.

10. **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for 90 days after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive
- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.

11. **PREPARATION AND SIGNING OF BID:**

- 11.1 The Bidder shall prepare single stage Two part bids, i.e. Techno Commercial Bid (un-priced) in duplicate and Price Bid in duplicate clearly marked as 'original' and 'copy' in addition shall enclose bid security in a single sealed third envelope.
- 11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised to bind the Bidder to the contract. The later authorisation shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.
- 11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS**

12.1 **SEALING AND MARKING OF BIDS:**

The Bidders shall seal the Bid in an inner and an outer envelope duly marking the envelopes, separately as Techno-commercial Bid (un-priced), Price Bid and bid security in a third envelope and all these three envelopes enclosed in another sealed envelope duly marked.

12.2 The inner and outer envelopes shall be:

- (a) Addressed to Executive Director (Proc & PG-I), HSCC (India) Ltd., Plot No. E-6(A), Sector - I, Noida – 201301 as indicated in IFB:
- (b) Bear (the Project name), the Tender Notice reference, and the words "DO NOT OPEN BEFORE....."

12.3 The inner envelope shall indicate the name and address of the Bidder.

12.4 If the outer envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

13.1 The bidders shall submit the bids on or before February 11, 2008 upto 3.00 PM IST. The bids shall be opened same day in presence of bidders or their authorized representative who choose to be present during bid opening at 3.30 PM IST at HSCC Office at Noida.

13.2 Bids sent by post should be preferably sent by Registered Post with Acknowledgement Due. If any Bidder desires to deliver the Bid by hand, such Bid should be put in the Tender (Bid) Box by the specified date and time. Tender (Bid) Box is available in the HSCC office at the mentioned address.

Bids must be received by the Purchaser at the address specified on the date and time as mentioned in the "Press tender Notice". Bids will be opened in the presence of Bidders' representatives who choose to attend. In the event of due date being declared a closed holiday

then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

- 13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

- 14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be rejected.
- 14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 14.4 No bid may be modified subsequent to the deadline for submission of bids.
- 14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.

15. **OPENING OF BIDS BY PURCHASER:**

- 15.1 The Purchaser will open the Techno - commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC office, on the due date and time as mentioned in the NIT. The Bidder's representatives who are present shall, sign a register evidencing their attendance.
- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 15.3 Price Bid (Containing Price only) of bidders whose offers (Techno - commercial bid) are found technically and commercially suitable and comply with the Bid Documents will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.
- 15.5 Non-submission of bid security by any bidder will render the bidder invalid and such bidder's bid will not be opened.

16. **CLARIFICATION OF BIDS:**

- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid.

- 16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. **PRELIMINARY EXAMINATION: (Techno- Commercial Bids)**

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 17.2 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.3 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17). Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 17.4 If a bid is not substantially responsive, it will be rejected by the purchaser and may not be subsequently made responsive by the bidder by correction of conformity.
- 17.5 In case of any deviation from the tender terms and conditions in the Techno-commercial or price bid submitted by the bidder, the bid form signed by the bidder which stipulates acceptance of all terms and conditions of the tender document shall prevail and all the terms and conditions given in the tender by the bidder shall be taken as null and void.**

18. **EVALUATION AND COMPARISON OF BIDS: (Price Bids)**

- 18.1 The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive (Techno-Commercially).
- 18.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

19. **CONTACTING THE PURCHASER:**

- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

20. **AWARD OF CONTRACT**

20.1 **AWARD CRITERIA:**

Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value.

22. **PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and contract shall be signed within 15 days from the date of notification of award.

23.2 Upon the successful Bidder's returning back one copy of the order within 3 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9, and also discharge bid security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 10 days of the date of notification under Clause 23.1 the successful Bidder shall furnish the Performance Security/Security Deposit for 5% of the contract price in the form of crossed account payee demand draft or Bank Guarantee drawn in favour of HSCC (India) Ltd. payable at Noida or New Delhi from a Nationalised/1st class Bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest Bidder or call for new Bids.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions including power supply and factors that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

Executive Director (Proc & PG-I)

SECTION II

GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1. DEFINITIONS:

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

- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
- (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
- (e) "The Purchaser" means the organisation purchasing the Goods i.e., HSCC on behalf of the National Institute of Communicable Diseases (Directorate General of Health Services), Ministry of Health & Family Welfare, New Delhi.
- (f) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
- (g) "Consignee" means **National Institute of Communicable Diseases (NICD), New Delhi or any location as specified by NICD. The Supplier shall initially supply the equipment to National Institute of Communicable Diseases, New Delhi. Thereafter, the equipments shall be shifted, installed, commissioned and tested by the Supplier at his own cost to different States/Districts within the country as per the requirement and list provided later by NICD.**

2. APPLICATION:

2.1 These General "Conditions" shall apply to the extent that provisions in other parts of contract do not supersede them.

3. STANDARDS:

3.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION:

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any

provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself enumerated in para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.

5. **PATENT RIGHTS:**

- a. The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the Goods or any part thereof.

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

- 6.1 Within 10 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.
- 6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the Contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.
- 6.3 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. **INSPECTION & TESTS**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.
- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of delivery and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods'

delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.

7.5 Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. **PACKING:**

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.

8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- (a) a packaging note quoting the name of the purchaser
- (b) the number and date of order
- (c) nomenclature of the goods
- (d) schedule of parts for each complete equipment giving part number with reference to assembly

8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. **DELIVERY:**

9.1 Delivery of the Goods shall be made by the Supplier as specified in the Schedule of requirement. In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery along with the main Goods only and not before.

10. **INSURANCE:**

10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery at site.

10.2 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery to site.

11. **TRANSPORTATION:**

To be arranged by the Supplier upto the Consignee as per Clause 1.1g of GCC duly insured.

12. **PAYMENT:**

Both for Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of

ITB.

12.1 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the inspection certificate as per clause 27, the Goods delivered and Services performed and by document submitted and upon fulfilment of other obligations stipulated in the Contract .

12.2 (a) 80% of the invoice value will be made within 30 days of documentary proof of receipt of the invoiced goods along with necessary documents like Consignee Receipt Certificate, Inspection Certificate, transport, transit insurance etc.

12.2 (b) Balance 20% payment subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of satisfactory Installation & Commissioning Certificate from Consignees / HSCC on pro-rata basis.

13. **PRICES:**

13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.

13.2 In receipt of offer in foreign currency, the exchange rate prevailing on the date of opening of bid (Techno Commercial bid) shall be taken for comparison of bid prices.

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE:**

14.1 The time and the date specified in the Contract for the delivery of the Goods shall be deemed to be the essence of the Contract.

14.2 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

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

15. **LIQUIDATED DAMAGES:**

15.1 Subject to force - majeure, 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 or extended under clause 14.3, the purchaser shall without prejudice to its other remedies under the contract deduct from the Contract price, as Liquidated Damages, a sum equivalent to 0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the delayed goods or services contract Price. Once the maximum is reached, the Purchaser may consider termination of contract.

16. **TERMINATION FOR DEFAULT:**

16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminate.

17. **FORCE MAJEURE:**

- 17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. **TERMINATION FOR INSOLVENCY:**

- 18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. **TERMINATION FOR CONVENIENCE:**

- 19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:
 - (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed

Goods and for materials and parts previously procured by the Supplier.

20. **SETTLEMENT OF DISPUTE**

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation .
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been failed to resolve their dispute or difference by such mutual consultation, then either to Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in which a notice or intention to commence arbitration has been given in accordance with this clause shall finally be settled by Arbitration and Conciliation Act 1996. Arbitration may be commenced prior to or after delivery of goods under the Contract.

21. **GOVERNING LANGUAGE:**

- 21.1 The Contract shall be written in English Language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

22. **APPLICABLE LAW :**

- 22.1 The Contract shall be interpreted in accordance with the laws of Union of India.

23. **NOTICES :**

- 23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 23.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.

24. **TAXES AND DUTIES :**

- 24.1 Local or Foreign Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred in the country of origin or Purchaser's country until delivery of the contracted Goods to the Purchaser.

25. **Deleted**

26. **WARRANTY (For Equipment):**

- 26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless other wise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.

- 26.2 This warranty shall remain valid for the period specified in Schedule of Requirement (Refer Section IV)
- 26.3 The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 26.4 Upon receipt of such notice, the supplier shall, within period specified in Schedule of requirements and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly.
- 26.5 If the Supplier having been notified, fail to remedy the defect (s) within the period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.
- 26.7 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.

27. **INSPECTION & TEST PROCEDURES :-**

- (i) The Stores will be inspected at Purchaser/HSCC's sole discretion before packing at the manufacturer's premises and on receipt at site by Purchaser/HSCC nominated representatives. The decision of Purchaser / HSCC (I) Ltd. in the matter of acceptability of the stores will be final and binding. In case Purchaser/ HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost.
- (ii) The stores (both Indians & Import origin goods) should be despatched only after ensuring prudent inspection carried out from ISO Certified Agencies/LLOYDS/SGS etc. and proof of such documents submitted. The cost of such inspection shall be borne by the Supplier only.

28. **SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING** (in respect of equipments)

The Supply, Installation and Commissioning of the equipment & trial run have to be done at site by the supplier/or his authorised agent. No additional charges for installation and commissioning will be paid. The Supplier and Indian agent shall be liable for this service for goods of import origin.

29. **TRAINING:**

Free demonstration, out side operational and maintenance training will have to be provided at the site of installation (i.e. at NICD, New Delhi) to the assigned personnel, during trial period for all the equipments

30. **MANUALS:**

The Supplier has to provide operation manuals and maintenance manuals along-with each equipment. The maintenance manual should give details up to component level and the fault finding procedure with detailed illustrations.

31. **JURISDICTION:**

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at Delhi only.

Special Note:

- i) NICD/HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.
- ii) NICD/HSCC reserves right of selection of equipment without restrictions to price factor alone.
- iii) NICD/HSCC (I) Ltd. also reserves its right to split an order on more than one party as it deems fit in respect or order for any item.

Executive Director (Proc & PG-I)

SECTION III

MINIMUM QUALIFICATION CRITERIA

[Referred in clause 7.2 (b)- Instructions to bidders – Section –I]

1. a. The bidder should be a manufacturer who must have manufactured and supplied satisfactorily similar item of type specified against each line item of Schedule of Requirements to the extent of at-least 50% of quantity specified against each Line Item, in the Schedule of Requirements, in any one of last five years as on the date of the month preceding the bid opening date. There should not be any adverse report of the item functioning of item for at-least two years on the date of bid opening.
- b. Bids of bidders quoting as authorised representative of a manufacturer meeting with the above requirements in full , can also be considered, provided:
 - i) The manufacturer furnishes a legally enforceable authorization in the prescribed format (Form Section XI) assuring full guarantee and warranty obligations as per GCC for the goods offered; or
 - ii) The bidder, as authorized agent, has supplied and provided after sales service to the extent of at-least 30 % quantities indicated against each line item in the Schedule of Requirements in any one of last three years, which must be in satisfactory operation for at-least one year on the date of opening.
2. The bidders shall furnish the information on the past supplies and their satisfactory performance in the Proforma given under Section X.
3. All bids submitted shall also include the following information :
 - (i) The bidder should furnish a brief write up, backed with adequate data, explaining his available capacity and experience (Both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments
 - (ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
 - (iii) Reports and financial standing of bidder such as profit and loss statements, balance sheets and auditors report for the last three years, bankers certificates.
 - (iv) Bidders shall invariably furnish documentary evidence (Clients Certificate) in support of satisfactory operation of the equipment as specified in Schedule of Requirements, along with the Contact Details of the Client eg., Name, Designation, Contact Nos. (Telephone, Mobile, Fax etc.)

SECTION IV- SCHEDULE OF REQUIREMENTS

LINE ITEM NO.	BRIEF DESCRIPTION OF EQUIPMENTS	UNIT	QUANTITY	DELIVERY SCHEDULE	BID SECURITY IN INDIAN RUPEE
1	Ventilators	Numbers	100	Equipments shall be delivered within 08 (Eight) weeks from the date of signing of Agreement	10,00,000/-

1. TERMS OF DELIVERY

The equipments shall be delivered till the premises of consignee as mentioned in clause 1.1(g) of General Conditions of Contract

2. WARRANTY (as per clause 26 GCC)

- a. Warranty for 5 years from the date of acceptance of workability and
 - b. Comprehensive Maintenance Contract with spares (CMC) for five years after completion of initial warranty period of 5 years shall be quoted in case of Line item No.1 (Ventilators).
 - c. Clause 26.4 GCC – within 30 days from the date of Receipt of Notice
3. Spares should be available for 10 years.

SECTION – V -TECHNICAL SPECIFICATIONS

Line Item No.1 - VENTILATORS

The ventilators should have following technical specifications:

1. Should be microprocessor controlled, portable, light weight for both pediatric and adult use.
2. Should operate with main electric supply as well as with battery.
3. Should be able to work both with cylinders and pipeline, connectors and high pressure tubing of appropriate length to be supplied.
4. Should have in built air compressor/ Turbine /Piston.
5. Should have following modes of ventilation
CMV, SIMV, PS-PEEP
6. Audio- visual alarms for
 - a. Low Supply Pressure
 - b. High-Low Air Way Pressure
 - c. Leakage/disconnection
 - d. Power Failure
 - e. Apnea
 - f. Low Battery
7. Should have following setting
 - a. TV 50-1500 ml
 - b. PEEP/ CPAP
 - c. RR upto 40 bpm
 - d. I:E Ratio 1:3 to 2:1
 - e. FiO₂ 40 – 100%
8. To be supplied with a servo controlled humidifier
9. Rechargeable batteries.
10. Should fix, on rails of transport trolley and on stand with wheels.
11. Two sets of reusable silicon ventilatory circuits for pediatric and adult patients each.
12. Demonstration is must.

SECTION VI: BID FORM AND PRICE SCHEDULE

BID FORM

Date :.....
IFB No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding documents for the sum of (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 90 days after the date fixed for bid opening under Clause 15 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "none").

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the Bidding documents.

We accept all terms and conditions - both technical & commercial - stipulated in this tender document without deviation.

Dated this day of 2008..

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

SAMPLE PRICE SCHEDULE

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

1 chedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)						6 Total Price (Rs.)	
				Ex - factory/ Ex - warehouse /Ex- showroom /Off - the shelf	Excise Duty (if any) [%age & value]	Sales Tax/CST against Form D/ VAT/ CENVAT (if any) [%age & value]	Packing and Forwarding charges	Inland Transportation, Insurance loading/ unloading and Incidental costs till consignee's site	Incidental Services (including Insurance, Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site		Total Unit Price =a+b+c+d+e+f
				5(a)	5(b)	5(c)	5(d)	5(e)	5(f)	5(g)	4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

- 1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.***
- 2. The Bidder will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition.***

Place: _____

Date: _____

Signature of Bidder _____

Name _____

Business Address _____

Seal of the Bidder _____

SAMPLE PRICE SCHEDULE
B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Currency)								6 Total price
				FOB price at port/airport of Loading (a1)	Freight & Insurance (a2)	CIF price at port/airport of entry (b)	Custom Duty amount with CDEC & NMIC if applicable (To be reimbursed by the purchaser) (c)	Customs Clearance & Handling ** (d)	Loading/Unloading, Inland transportation, Insurance and Incidental costs till consignee site ** (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site ** (f)	Unit Price on Consignee's site (g) = b+c+d+e+f	

** To be paid in Indian Currency (Rs.)

Total Tender price: _____

In words: _____

Note: -

- 1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.**
- 2. The Bidder will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition.**

Indian Agency Commission (if any) - ___% of FOB (included/excluded above)

Custom Duty with CDEC & NMIC if applicable: ___% of CIF value [Column 5 (c)]

Place: _____

Date: _____

Signature of Bidder _____

Name _____

Business address _____

Seal of the Bidder _____

SAMPLE PRICE SCHEDULE
C) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC) AFTER WARRANTY PERIOD

1	2	3	4					5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise after Warranty Period*.					Total Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	E	

* After completion of Warranty period

NOTE: -

- In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.***

Place: _____

Date: _____

Signature of Bidder _____

Name _____

Business address _____

Seal of the Bidder _____

SECTION VII: BID SECURITY FORM

Whereas¹ (hereinafter called “the Bidder”) has submitted its bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called “the Bank”), are bound unto (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

¹ Name of Bidder

SECTION VIII: CONTRACT FORM

THIS AGREEMENT made theday of....., 2000 Between (*Name of purchaser*) of (*Country of Purchaser*) (hereinafter "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF THE ITEM TO BE SUPPLIED	QUANTITY IN NUMBERS	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
---------	--	---------------------	------------	-------------	----------------

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
 said (For the Purchaser)
 in the presence of:.....

Signed, Sealed and Delivered by the
 said (For the Supplier)
 in the presence of:.....

SECTION IX. PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20..... to
supply.....(Description of Goods and Services) hereinafter called "the
Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank
Guarantee by a recognized bank for the sum specified therein as security or compliance with the Supplier's
performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a
total of (Amount of the Guarantee in Words and Figures) and we
undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and
without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as
aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....
Date.....20....
Address:.....
.....
.....

SECTION X

**PROFORMA FOR PERFORMANCE STATEMENT
(For a period of last five years)**

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

Order Placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been supplied satisfactorily (Attach a certificate from the Purchaser/ Consignee) ?
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

SECTION XI

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated

To

Dear Sir:

IFB No. _____

We _____ who are established and reputable manufacturers of
(*name and description of goods offered*) having factories at _____ (*address of factory*) do hereby authorize
M/s _____ (*Name and address of Agent*) to submit a bid, and sign the contract with you for the
goods manufactured by us against the above IFB.

No _____ company _____ or _____ firm _____ or _____ individual _____ other _____ than
M/s. _____ are authorized to bid, and conclude the
contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for
the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person
competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in
its bid.

SECTION :XIV

Consignee Acceptance Certificate

(to be issued by Purchaser's representative/Consignee's authorised representative)

The following stores have been received in good condition and accepted:

1. Description of the item(s) supplied :
2. Name of Supplier :
3. a) Quantity Supplied :
b) Quantity supplied in damaged condition, if any :
4. Name and address of Consignee :
5. Date of receipt of Consignee :
6. Date of Installation and demonstration, if required :
7. Signature of Authorised representative of Consignee with date :
8. Seal of Consignee :
Telephone number of consignee :
Facsimile number of consignee :