

TENDER ENQUIRY DOCUMENT



CANCER INSTITUTE (WIA)

Canal Bank Road, Adyar

Chennai 600 020

Phone:+91 44 2220 9150 Extn (179)

Email:scigrant@cancerinstitutewia.org

www.caninstitutewia.in

**TENDER FOR SUPPLY, INSTALLATION & COMMISSIONING OF
ROBOTIC SURGICAL SYSTEM
TO
DEPARTMENT OF SURGICAL ONCOLOGY
AT CANCER INSTITUTE (WIA), ADYAR, CHENNAI.**

LAST DATE OF RECEIPT OF TENDER: 07/05/2019 AT 15.00 HRS I.ST

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SECTION I

NOTICE INVITING TENDERS (NIT)

CANCER INSTITUTE (WIA)

Canal Bank Road, Adyar

Chennai 600 020

Phone:+91 44 2220 9150 Exn (179)

Email:scigrant@cancerinstitutewia.org

Tender Enquiry No.: CI:SCI:NP/SOG/P-V/2019-20/01

Dated 10.04.2019

NOTICE INVITING TENDERS
(NIT)

1. The Director, Cancer Institute (WIA), Canal Bank Road, Adyar, Chennai, invites sealed tenders under two bid system, from the eligible tenderers, for supply, installation & commissioning of the following Equipment.

2.

Sl. No	Item Name	Department	Qty	Tender Fee (Rs.)	EMD (Rs.)
1	Robotic Surgical System	Surgical Oncology	1 No.	5,000.00	36,00,000.00

3. Tender Details

Sl. No	Description	Schedule
A	Last date for receipt of Pre-bid queries	22/04/2019, before 17.00 hrs IST
B	Pre-bid meeting date, time & Venue	23/04/2019, 11.00 hrs IST, Board Room, Lion Cancer Support Center, Dr. S.Krishnamurthi Campus, Cancer Institute (WIA), 38, Sardar Patel Road, Chennai-600 036 Phone:+91 44 2220 9150 Exn (179)
C	Closing date & time for submission of bids	07/05/2019 at 15.00 hrs IST
D	Time and date of opening of bids	07/05/2019 at 15.30 hrs IST

Sl. No	Description	Schedule
E	Venue for :- Submission of Tender documents TENDERS Opening-Tech Bid	The Director, Cancer Institute (WIA), Canal Bank Road, Adyar, Chennai- 600 020 Phone:+91 44 2220 9150 Exn (179) Email:scigrant@cancerinstitutewia.org

SPECIFIC Instructions for TENDERERS Participation:-

3. Tenderer may download the tender enquiry documents from the web site “www.caninstitutewia.in”
4. All prospective tenderers may attend the Pre- B i d meeting. The venue, date and time indicated as above.
5. Tenderers shall ensure that their tenders are complete in all respects and submitted.
No DEVIATION is acceptable.

**The Director,
Cancer Institute (WIA),
Adyar, Chennai.**

SECTION – II**GENERAL INSTRUCTIONS TO TENDERERS (GIT)**
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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2 Definitions:

- (i) **“Purchaser”** means The Director, Cancer Institute (WIA), Adyar, Chennai.
- (ii) **“TENDERS”** means Bids/ Quotation/ Tender received from a Firm/ Tenderer/ Bidder. And **“Tenderer”** means Bidder/ the Individual or Firm submitting Bids/ Quotation/ TENDERS.
- (iii) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) **“Earnest Money Deposit”** (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) **“Contract”** means the written agreement entered into between the purchaser and/or Cancer Institute (WIA) and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) **“Consignee”** means the Hospital/Institute/Cancer Institute (WIA) / person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is The HOD, Cancer Institute (WIA), also known as ultimate consignee.
- (x) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) **“Day”** means calendar day.

1.3 Abbreviations:

- (i) **“TE Document”** means Tender Enquiry Document
- (ii) **“NIT”** means Notice Inviting Tenders.
- (iii) **“GIT”** means General Instructions to Tenderers
- (iv) **“SIT”** means Special Instructions to Tenderers
- (v) **“GCC”** means General Conditions of Contract

- (vi) “SCC” means Special Conditions of Contract
- (vii) “DGS&D” means Directorate General of Supplies and Disposals
- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “GST” means Goods and Service Tax
- (xvii) “RR” means Railway Receipt
- (xviii) “BL” means Bill of Lading
- (xix) “FOB” means Free on Board
- (xx) “FCA” means Free Carrier
- (xxi) “FOR” means Free On Rail
- (xxii) “CIF” means Cost, Insurance and Freight
- (xxiii) “CIP (Destinations)” means Carriage and Insurance to named destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the Cancer Institute (WIA) site for a period including 3 months beyond date of delivery.
- (xxiv) “DDP” means Delivery Duty Paid named place of destination (Cancer Institute (WIA) site)
- (xxv) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening.
- (xxvi) ”MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xxvii) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
- (xxviii) “CAMC ” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxix) “RT” means Re-TENDERS.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available

with the purchaser/ Cancer Institute (WIA).

4. Language of Tender

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

5.1 This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in these documents.

6. Eligible Goods and Services

6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDERS ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice inviting TENDERS” (NIT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X (a) – Tender Form
- Section X (b) – Declaration by the Bidder
- Section XI – Price Schedules
- Section XII– Questionnaire
- Section XIII– Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form

- Section XV – Contract Forms A & B
- Section XVI – Proforma of Consignee Receipt Certificate
- Section XVII – Proforma of Final Acceptance Certificate by the consignee
- Section XVIII – Check List for the Tenderers & Declaration by the bidder
- Section XIX – Performance Bank Guarantee
- Section XX – Consignee List

82 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc. to proceed further.

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. Such amendment shall be published only through our web site, “www.caninstitutewia.in”

9.2 Such an amendment will be notified in writing by electronic means of communication/e-mail to all prospective tenderers, who have received the TE documents and will be binding on them.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing /email to **:scigrant@cancerinstitutewia.org**” on or before schedule give in the TE. **Representation sent after the last date & time of pre bid queries receipt date will not be taken into cognizance. The queries will only be discussed on the Pre-Bid meeting as per the schedule and the decision on the queries will be only with the discretion of Cancer Institute (WIA).**

C. PREPARATION OF TENDERS

11. **The tender shall be submitted as “ T W O B I D ” a l o n g w i t h TENDER FEE & EMD** as mentioned below:

- (i) Techno-Commercial Bid (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/ Brochures, OEM Certificate etc.).
- (ii) Price Bid (To be filled up in the Proforma, Signed, Stamped, and enclose in PRICE BID cover.

A) Technical Tender (Un priced Tender)

All Technical details (eg. Eligibility Criteria as requested (as mentioned below) should be enclosed in Cover-A. Bidders shall furnish the following information along with technical tender:

- (i) Tender fee only in the form demand draft or banker’s cheque shall be drawn on any Scheduled/Nationalized bank in India or country of the tenderer, in favour of the “Cancer Institute (WIA)” payable at Chennai and Earnest money Deposit (EMD) furnished in accordance with GIT clause 18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money.

- (ii) Deleted
- (iii) Tender Form as per Section X (a) (without indicating any prices) and Declaration by the bidder Section X (b).
- (iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- (v) Tenderer /Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization Form.
- (vi) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorization Form.
- (vii) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- (viii) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications, optional accessories, list of safety spares, special requirement for installation of goods /site drawing etc along with product catalogue and data sheet in the tender enquiry.
- (ix) Performance Statement as per section IX - Perform a "A" along with relevant copies of orders and end users' satisfaction certificate.
- (x) Price Schedule(s) as per Section XI filled up with all the details including Make, Model, country of origin, applicable currency etc. of the goods offered without indicating any prices.
- (xi) Checklist as per Section XVIII.

B) Price Bid:

1. Prices are to be quoted in the attached Price Bid format, **should be enclosed in Cover-B.**
2. The price should be quoted for the accounting unit indicated in the TENDERS document.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender, which does not fulfill any of the above requirements and / or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 12. Tender currencies**
- 121 The tenderer supplying indigenous goods or already imported goods and CAMC for indigenous goods / already imported goods shall quote only in Indian Rupees (INR).
- 122 **For imported goods if supplied directly from abroad, prices shall be quoted in US Dollar/EURO/GBP/Japanese Yen only** and CAMC for imported goods shall quote only in Indian Rupees (INR).
- 123 Tenders, where prices are quoted in any other currency as mentioned above (12 . 1) and (12 . 2) shall be treated as non -responsive and rejected.
- 13 Tender Prices**
- 13.1 The Tenderer shall indicate on the Price Schedule (s) provided under Section XI all the specified Components of prices shown therein including the unit prices and total tender prices

of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedules should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

The bidders should quote for the complete schedule while quoting the price schedule

(a) 2 year Warranty and 8 Year CAMC (Total 10 years)

Cancer Institute (WIA). Adyar will examine the price schedules, which is commercially competent to that particular goods and Cancer Institute (WIA) reserves rights to accept the CAMC period full (8 years) or its part of any years (3rd year / 04th year/ .../.../... / 10th year, after warranty) under the whole discretion of Cancer Institute (WIA). Adyar. Bidder shall quote for all the price schedules.

(b) If the bidder fails to quote for 2 year warranty & 8 year CAMC, their bid will be treated as non responsive.

- 132 If there is more than one item in the List of Requirements, the tenderer has the option to submit its quotation for any one or more items along with applicable discounts (if any), (unless otherwise it is mentioned as Turnkey). However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule for the particular item (s).
- 133 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Detailed breakup of the prices for the main equipment and accessories/ optional items must be provided separately, item wise in the same serial order as listed in the technical bid.
- 134 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 134.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, Custom Duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b. Any sales or other taxes and any duties including GST, which will be payable on the goods in India if the contract is awarded;
 - c. Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), and Loading & Unloading etc. would be borne by the Supplier from ware house to the Cancer Institute (WIA) site. Loading/ Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.
 - d. The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - f. The rates quoted by the tenderer, shall be firm and fixed and inclusive of all taxes including GST, custom duties and other levies and all charges for packing forwarding, insurance, freight

and delivery, installation, testing commissioning etc at site including temporary construction of storage, risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a. The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b. Freight and insurance charges.
- c. The price of goods quoted CIP (name port of destination, ie. Chennai) in India as indicated in the List of Requirements, Price Schedule.
- d. The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the Cancer Institute (WIA), Adyar site. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- e. The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- f. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- g. The cost of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

135 Additional information and instruction on Duties and Taxes:

135.1 If the Tenderer desires to ask for GST, Customs etc as paid extra for input goods, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

1352 Sales Tax:

If a tenderer asks for GST to be paid extra, the rate and HSS Code, as applicable should be shown separately. The GST will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and is payable as per the terms of the contract. If any refund / tax credit is received, the Supplier must pass such tax benefit forth-with to the purchaser.

1353 **Customs Duty:** Purchaser will pay the Customs duty wherever applicable.

136 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

137 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

138 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce.

139 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Firm Price

- 14.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

15. Alternative Tenders

- 15.1 Alternative Tenders are not permitted.
- 15.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 15.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

16 Documents Establishing Tenderer's Eligibility and Qualifications

- 16.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and Documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the Following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

17. Documents establishing good's Conformity to TE document.

- 17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 17.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

18. Earnest Money Deposit (EMD)

- 181 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 18.7 below.
- 182 SSI/MSME units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / **Udyog Aadhaar**. But the Party has to provide Security deposit if Tender is awarded to them.
- 183 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque
 - iii) Bank Guarantee from a Scheduled bank
- 184 The demand draft or banker's cheque shall be drawn on any Scheduled bank in India in favour of the "Cancer Institute (WIA)" payable at Chennai. In case of bank guarantee, the same is to be provided from any Scheduled bank of India as per the format specified under Section XIII in these documents.
- 185 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 19 of GIT is 90 days, the EMD shall be valid for 135 days from Techno – Commercial Tender opening date.
- 186 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 187 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 188 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Scheduled bank of India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

19. Tender Validity

- 191 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 192 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by electronic means of communication/e-mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 193 In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

20. SIGNING OF TENDERS

- 201 Power of Attorney in favour of signatory of documents and signatory of Manufacturer's Authorization Form shall furnish along with TE documents.

D. SUBMISSION OF TENDERS

21. Submission of Tenders

211 Sealing and Marking of bids : Separate bids shall be submitted for technical bids and price bid.

i) The bidders shall seal **Technical bid** and **Price bid** in separate covers duly marking the envelopes as **"TECHNICAL BID" - cover "A" "Supply, Installation & Commissioning of Robotic Surgical System to Dept. of Surgical oncology"** and **"PRICE BID" - cover "B" "Supply, Installation & Commissioning of Robotic Surgical System to Dept. of Surgical oncology"**. The Bidders shall then place both the envelopes (cover "A" & cover "B") in an outer envelope with a marking, **"DO NOT OPEN BEFORE 15.30 HRS / IST ON 07.05.2019"**. The name of the product for which the bid is made must be marked on both the inner envelop and the outer envelope.

212 The tender shall be submitted in Sealed superscribed cover, not later than the closing time and date specified for submission of tenders.

- (i) Pre-qualification and Technical compliance as per following documents
 - a) Manufacturer's authorization in case bid is submitted by an agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - b) Tender Form as per section X (a) and Declaration by the Bidder Section X (b).
 - c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
 - d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt. Dept/ Agencies) / Copy of PAN.
 - f) Certificate of Incorporation/Declaration being a proprietary firm.
 - g) Annual turnover statement for last 3 financial years not less than Rs. 2,00,00,000/- per year, certified by the Statutory Auditor.
 - h) Abridged Annual report of last 03 financial years audited Balance sheet and Profit & Loss Account or Balance sheet and Profit & Loss Certified by a Statutory Auditor.
 - i) Name, address and details of account with respect to bidder and/or beneficiary.
 - j) Quality Control Requirements as per Section VIII
 - k) The Manufacturer should have supplied and installed at least of similar tender quantity of similar quoted model, or equivalent, meeting major parameters of technical specification, which is functioning satisfactorily in India in last three years before the date of Tender Opening. The installation of such units shall be atleast one year prior to the date of this tender opening. Proof of such experience shall be submitted by way of Performance statement along with required PO copies and end user's satisfactory performance certificate as per section IX.**
 - m) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications, optional accessories, list of safety spares, special requirement for installation of goods /site drawing etc along with product catalogue and data sheet in the tender enquiry.
 - n) The bidder should submit blank proforma invoice from the foreign manufacturer along with

his technical bid, duly mentioning the specifications and code number of the parts quoted.

- o) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- p) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 21.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

(ii) **PRICE BID.**

- 1. The tenderers must ensure that they submit in sealed superscribed separate cover along with technical bid.
- 2. The bidder should submit the offer in the prescribed price bid. If any deviation in the price bid format, the bid shall be summarily rejected.

22. Late Tender

221 Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

222 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

23. Alteration and Withdrawal of Tender

231 The tenderer, is permitted to change or withdraw its original bid for re-submitting revised bid on or before the end date & time.

E. TENDER OPENING

24. Opening of Tenders

241 The purchaser will open the TENDERS at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

242 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

243 Two Bid system as mentioned above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered period and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

25.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

26. Scrutiny of Tenders

26.1 The Purchaser will examine the Tenders 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 Tenders are generally in order.

26.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

26.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

26.4 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;

- (i) Tender is unsigned.
- (ii) Tender validity is shorter than the required period.
- (iii) Required Tender Fee & EMD (Amount, validity etc.) / exemption documents have not been provided. SSI/MSME units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / **Udyog Aadhaar**. But the Party has to provide Security deposit if Tender is awarded to them.
- (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIV.
- (v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (vii) Poor/ unsatisfactory past performance.

- (vii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (ix) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (x) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xi) If tenderer fails to comply the technical specification for the quoted goods in the tender enquiry
- (xii) Tenderer fail to arrange Demo of quoted model at Cancer Institute (WIA) site or if the tenderer fails to arrange for the demo of the quoted model on the prescribed date by the purchaser as a part of technical evaluation. Tenderer fail to arrange their performance evaluation at present Client's Site of the quoted model or if the tenderer fails to arrange for the performance evaluation of the quoted model on the prescribed date by the purchaser as a part of technical evaluation.
- (xiii) Tenderer has not agreed for the delivery terms and delivery schedule.
- (xiv) Tenderer has incurred losses for the last one year or more as per audited Balance sheet and Profit loss account.
- (xv) Tenderer has not quoted as per the format of the price bid prescribed.
- (xvi) Tenderer has not quoted the CAMC for entire 8 years.

27. Minor Infirmary/Irregularity/Non-Conformity

27.1 If during the preliminary examination, the purchaser find any minor informality and/or Irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/e-mail etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28 Discrepancies in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

28.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post/e-mail. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

29.1 If there is a discrepancy between the amount expressed in original bid and copies, the amount in original bid shall prevail.

30. Qualification Criteria

30.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

31. Conversion of tender currencies to Indian Rupees

31.1 In case the TE document permits the tenderers to quote their prices in Foreign Currency, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

32. Schedule-wise Evaluation

32.1 In case the List of Requirements contains more than one item, the responsive tenders will be evaluated and compared separately for each item. However, as already mentioned in GIT sub clause 13.2, the tenderer(s) have the option to quote for any one or more items and offer discounts for combined items. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each items, subject to tenderer(s) being responsive.

33. Comparison of Tenders

33.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI - List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) Cancer Institute (WIA) site basis. The quoted turnkey prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the CAMC value quoted shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum.”**

33.2 **CAMC will only be commencing after the successful completion of warranty period. The Cancer Institute (WIA) Adyar shall also examine the necessity of CAMC for the period for the particular goods.**

34. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

34.1 Further to GIT Clause 33 above, the purchaser's evaluation of a tender will include and take into Account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST, & other duties, etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

34.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

34.3 The purchaser's evaluation of price schedule

(a) 2 year Warranty and 8 Year CAMC (Total 10 years)

Cancer Institute (WIA). Adyar will examine the price schedules, which is commercially competent to that particular goods and Cancer Institute (WIA) reserves rights to accept the CAMC period full (8 years) or its part of any years (3rd year 04th year upto 10th year, after warranty) under the whole discretion of Cancer Institute (WIA). Adyar. Bidder shall quote for all the price schedules.

(b) If the bidder fails to quote for 2 year warranty & 8 year CAMC, their bid will be treated as non responsive.

35. Tenderer's capability to perform the contract

- 35.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 35.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

36. Contacting the Purchaser

- 36.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 36.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

37. Purchaser's Right to accept any tender and to reject any or all tenders

- 37.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

38. Award Criteria

- 38.1 Subject to GIT clause 37 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 35.

39. Variation of Quantities at the Time of Award/ Currency of Contract

- 39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.
- 39.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the validity of the price bid/contract.

40. Notification of Award

- 40.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post/e-mail or by fax that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.

Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

40.2 The Notification of Award shall constitute the conclusion of the Contract.

41. Issue of Contract

41.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered /speed post/e-mail.

41.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Cancer Institute (WIA) by registered / speed post/e-mail. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per price quote) within 21 days from the date of NOA.

41.3 The Cancer Institute (WIA) reserve the right to issue the Notification of Award consignee wise.

42. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

42.1 Failure of the successful tenderer in providing performance security (Purchase order security) and / or returning contract copy duly signed in terms of GIT clauses 40 and 41 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Cancer Institute (WIA) against it as per the clause 24 of GCC – Termination of default.

43. Return of EMD

43.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

44. Publication of Tender Result

44.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board of the purchaser as applicable.

45. Corrupt or Fraudulent Practices

45.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

SUBMISSION OF TENDERS

- (i) All the necessary documents as prescribed in the NIT shall be prepared submitted in sealed and superscribed manner under TWO BID system.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)
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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within **thirty** (30) days from date of the issue of notification of award by the Cancer Institute (WIA), the supplier shall furnish performance security to the Cancer Institute (WIA) for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 26 months from the date of Notification of Award for 2 years warranty.

52 The Performance security shall be denominated in Indian Rupees or in USD/Euro/GBP/Japanese Yen as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft from any Scheduled bank or Bank Guarantee issued by a Scheduled bank, in the prescribed form as provided in section XV of this document in favour of the Cancer Institute (WIA). The validity of Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Scheduled bank of India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

53 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

54 The supplier shall enter into Comprehensive Annual Maintenance Contract (CAMC) as per the 'Contract Form – B (I)' in Section XV with approval of respective consignee, 3 (three) months prior to the completion of warranty Period in Section XV with approval of respective consignee, 3 (three) months prior to the completion of warranty Period. The CAMC will commence from the date of expiry of successful completion of Warranty Period.

55 Subject to GCC sub – clause 5.3 a b o v e and also upon submission of preventive maintenance visits during the warranty period as per GCC sub - clause 15.7, the Cancer Institute (WIA) will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations.

56 If the supplier fails to perform as per GCC sub – clause 15.7, the performance security will be forfeited/ shifted accordingly.

6. Technical Specifications and Standards

61 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the

packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

73 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages (in case there is more than one department is mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. Shipping mark
- e. country of origin of goods
- f. consignee's name and full address and
- g. supplier's name and address

8. Inspection, Testing and Quality Control

- 81 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 82 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector.
- 83 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 84 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 85 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 86 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector

during pre-despatch inspection mentioned above. "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the Cancer Institute (WIA) may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as Cancer Institute (WIA) may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 87 Goods accepted by the Cancer Institute (WIA) and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 88 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, BureauVeritas, TUV prior to dispatch, if necessary, at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. In case of airlifting of imported goods offered from abroad, the same will be done only through the reputed and reliable Carrier, any economic mode of transport available for early delivery may be arranged.

- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) in case of supply of domestic goods on The Cancer Institute (WIA) site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to warehouse (The Cancer Institute (WIA) site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by

the Supplier from the port of entry to the Cancer Institute (WIA) on all risk basis.

If the equipment is not commissioned and handed over to the Cancer Institute (WIA) within period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier.

12 Spare parts

- 121 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Cancer Institute (WIA) to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) In case the production of the spare parts is discontinued:
 - c) Sufficient advance notice to the Cancer Institute (WIA) before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - d) Immediately following such discontinuation, providing the Cancer Institute (WIA) free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- 122 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.
- i. Installation & commissioning, Supervision and Demonstration of the goods
 - ii. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - iii. **Onsite training shall be provided by the supplier to the Specialists/Doctors/Nursing Staff/Technicians etc, to whomsoever authorized by Cancer Institute (WIA) either in India or abroad at the Clients site. The full expenditure shall be at the scope of the supplier.**
 - iv. Supplying required number of operation & maintenance manual for the goods

14. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE / RECEIPT OF GOODS

The supplier shall send all the relevant despatch documents well in time to the Cancer Institute (WIA) to enable the Cancer Institute (WIA) to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them (scanned copies) by e-mail followed (Hard copies) by registered post / speed post / courier (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) FOR GOODS IMPORTED FROM ABROAD

Within 3-7 days of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them (scanned copies) by e-mail followed (Hard copies) by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the dispatched equipment issued by r e c o g n i z e d / reputed agency like SGS, Lloyd, BEAUREU VERITAS, TUV prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Technical write-up, detailed drawing, equipment catalog, equipment manual etc
- (ix) Certificate of origin
- (x) Port of Loading;
- (xi) Port of Discharge and
- (xii) Expected date of arrival.

15. WARRANTY

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The **warranty** shall remain valid for the period as mentioned in the list of requirement/ General Technical specification/Price Schedule, after the goods or any

portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

- a. No conditional warranty will be entertained.
- b. Warranty as well as Comprehensive Annual Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
- c. Replacement and repair will be under taken for the defective goods. Though the equipment supplier is not a manufacturer of accessories supplied by him, it is the responsibility of the concerned supplier to upkeep the functionality of the accessories during the entire warranty period.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 153 In case of any claim arising out of this warranty, the Cancer Institute (WIA) will promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause No.15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 154 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 155 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 156 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier. The warranty period shall also be extended as per the days delayed by the supplier for rectification.
- 157 During Warranty period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of the installation for preventive maintenance of the goods, certified by the concerned HOD/End user. The preventive maintenance reports during the warranty period shall be submitted periodically (yearly basis) and submit copies of preventive / breakdown maintenance report at the end completion of warranty obligations for release of performance security, failing which performance security will be forfeited.**
- 158 The Cancer Institute (WIA) reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Cancer Institute (WIA) and the Supplier for the period as mentioned in Section VII, Technical Specifications/Price Schedule after the completion of warranty period.
- 159 The supplier along with its Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Agent and the CAMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.
- 15.11 Warranty: 2 year.

16. ASSIGNMENT

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. SUB CONTRACTS

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. MODIFICATION OF CONTRACT

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- d) Place of delivery, and
- e) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Cancer Institute (WIA) the supplier shall convey its views to the Cancer Institute (WIA) within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. PRICES

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. TAXES AND DUTIES

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. TERMS AND MODE OF PAYMENT

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) Advance payment:

10% of the contract value as advance payment shall be released, on request, against **advance Bank Guarantee** from a Scheduled bank of India. The advance will be interest bearing and the interest rate is the lending rate charged by State bank of India on date of payment.

b) On delivery:

60% of the contract value shall be paid (70% of the contract value will be paid, if advance payment is not paid), on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Manufacturer's warranty certificate

c) On Acceptance:

Balance 20% of the contract value would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated department after installation, commissioning, testing and one month successful trial run of the equipment.

d) Retention money:

10% retention money will be released on receipt of Performance Bank Guarantee from a Scheduled bank or end of performance obligation of the supplier .

B) PAYMENT FOR IMPORTED GOODS:

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

a) On Shipment:

(70)% of the net CIP price of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;

- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;

b) On Acceptance:

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal, subject to recoveries, if any. FAC need to be issued by the designated department after installation, commissioning, testing and one month successful trial run of the equipment.

c) Payment of Indigenous Goods :

Payment of indigenous goods will be paid as per the applicable payment terms i.e. 70% on delivery and 20% on acceptance. Delivery of the indigenous goods should be in line with the imported equipment.

d) Retention money:

10% retention money will be released on receipt of Performance Bank Guarantee issued by a Scheduled bank of India or end of performance obligation of the supplier .

e) Payment of Incidental Costs till Department site, The Cancer Institute (WIA) & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid on proof of final installation, commission and acceptance of equipment by the consignee.

f) Payment of Turnkey, if any:

Turnkey payment will be made to the bidder/ manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/ exchange variation.

g) Payment for Comprehensive Annual Maintenance Contract charges:

Cancer Institute (WIA) will examine the price schedules, which is commercially competent to that particular goods and Cancer Institute (WIA) reserves rights to accept the CAMC period full (8 years) or its part of any years (3rd year 04th year upto 10th year, after warranty) under the whole discretion of Cancer Institute (WIA). Bidder shall quote for all the price schedules.

If the bidder fails to quote for 2 year warranty & 8 year CAMC, their bid will be treated as non responsive.

212 The supplier shall not claim any interest on payments under the contract.

213 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

214 Irrevocable & non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the Cancer Institute (WIA), the charges thereof shall be borne by the supplier.

- 215 The CAMC payment shall be made in the currency authorised in the contract is INR only).
- 216 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 217 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 218 While claiming reimbursement of duties, GST etc. from the Cancer Institute (WIA) as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such GST and duties from the concerned authorities at a later date, it (the supplier) shall be refunded to the Cancer Institute (WIA).
- 219 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the HOD, Cancer Institute (WIA) and Cancer Institute (WIA) has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the HOD, Cancer Institute (WIA) may report within six months from the date of dispatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

“I/We _____, certify that I/We _____ have not received back the Inspection Note duly receipted by The Cancer Institute (WIA) or any communication from the purchaser about non-receipt, shortage or defects in the goods supplied. I/We agree to make goods any defect or deficiency that the HOD, The Cancer Institute (WIA) may report within three months from the date of receipt of this balance payment”.

22 Delivery

- 221 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Cancer Institute (WIA) in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 222 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 223 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Cancer Institute (WIA) in writing about the same and its likely duration and make a request to the Cancer Institute (WIA) for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Cancer Institute (WIA) shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for

- completion of supplier's contractual obligations by issuing an amendment to the contract.
- 224 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Cancer Institute (WIA) shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in GST, customs duty or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Cancer Institute (WIA) shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 225 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Cancer Institute (WIA) for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 226 Passing of Property:
- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the Cancer Institute (WIA) in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. LIQUIDATED DAMAGES

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Cancer Institute (WIA) shall, without prejudice to other rights and remedies available to the Cancer Institute (WIA) under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Cancer Institute (WIA) may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. TERMINATION FOR DEFAULT

- 241 The Cancer Institute (WIA) without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Cancer Institute (WIA) pursuant to GCC sub-clauses 22.3 and 22.4.
- 242 In the event of the Cancer Institute (WIA) terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Cancer Institute (WIA) may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Cancer Institute (WIA) for the extra expenditure, if any, incurred by the Cancer Institute (WIA) for arranging such procurement.
- 243 Unless otherwise instructed by the Cancer Institute (WIA) the supplier shall continue to perform the contract to the extent not terminated.

25. TERMINATION FOR INSOLVENCY

- 251 If the supplier becomes bankrupt, in the process of winding up or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

26. FORCE MAJEURE

- 261 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 262 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 263 If a Force Majeure situation arises, the supplier shall promptly notify the Cancer Institute (WIA) in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Cancer Institute (WIA) in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 264 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 265 In case due to a Force Majeure event the Cancer Institute (WIA) is unable to fulfill its contractual commitment and responsibility, the Cancer Institute (WIA) will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. TERMINATION FOR CONVENIENCE

- 27.1 The Cancer Institute (WIA) reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the The Cancer Institute (WIA). The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Cancer Institute (WIA) following the contract terms, conditions and prices. For the remaining goods and services, the Cancer Institute (WIA) may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. GOVERNING LANGUAGE

- 28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. RESOLUTION OF DISPUTES

- 30.1 If dispute or difference of any kind shall arise between the Cancer Institute (WIA) and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either the Cancer Institute (WIA) or the supplier may give notice to the other party of its intention to commence arbitration as hereinafter provided:
- i) When the contract is with domestic supplier, the applicable arbitration procedure will be as per India arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.
 - ii) When the contract is with foreign supplier, the supplier has the option to chose either Indian Arbitration and Conciliation Act, 1996 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract

has been issued, i.e., Chennai, India.

- 304 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Chennai, India

31. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. GENERAL/ MISCELLANEOUS CLAUSES

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Agent/CAMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Cancer Institute (WIA) of any material change would impact on performance of its obligations under this Contract.
- 33.4 The Supplier/its Agent/CAMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CAMC or the Contract.
- 33.5 The Supplier/its Agent/CAMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty conditions will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI**PART - I****LIST OF REQUIREMENTS**

Sl. No	Item Name	Department	Qty
1	Robotic Surgery System	Surgical oncology	1 No.

Part II: Required Delivery Schedule:**a) For Indigenous goods or for imported goods if supplied from India:**

45 days from date of Notification of Award to delivery at The Cancer Institute (WIA) site. The date of delivery will be the date of delivery at the site. Installation and commissioning shall be done within 7/15 days of receipt of the stores/ goods at site or within 7/15 days of handing over the site for installation, whichever is later.

b) For Imported goods directly from foreign:

90 days from the date of opening of L/C.

Installation and commissioning shall be done within 7 /15 days of receipt of the stores/ goods at site or within 7/15 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 22.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 24 months from the date of installation, commissioning and acceptance. Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above

Part VI:**Required Terms of Delivery and Destination.****a) For Indigenous goods or for imported goods if supplied from India:**

At department Site(s)
The Cancer Institute (WIA), Adyar

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the Site(s) Destination/Consignee details are given in Section XX

Section – VII

Technical Specifications

Note 1: Tenderer’s attention is drawn to GIT clause 17 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it’s tender is liable to be ignored.

Note 2: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month

All software updates should be provided free of cost during warranty period.

TECHNICAL SPECIFICATIONS

	The robotic system should be capable of working in the master slave mode with the surgeon as the master whose hand movements are translated into minimally invasive instruments capable of navigating inside the human body and performing surgeon desired manoeuvres as per instrument capability for dissection and suturing.
Capabilities:	
	The Equipment must be capable of performing minimally invasive Robot assisted operative procedures in Urology, Gynaecology, Thoracic, Colorectal, transoral head and neck surgery for both benign and Cancer Surgeries.
	The Main Equipment should comprise of the following fully integrated subsystems:
	One Surgeon’s console-with Master controls and an integrated true High Definition 3D display stereo viewer. In case of expansion with an additional surgeon’s console, ability to switch surgeon console from one console to the other during surgery should be available.
	Surgical Cart with Camera Arm and three instrument arms (interchangeable). Rotating structure with laser for targeting.
	Vision Cart containing camera image processing units and integrated true high definition display monitor for interaction.
	High Quality Three Dimensional view of the field of operation is to be provided by the vision system through its stereo endoscope.
	High Density Xenon / LED Light source to be provided for illumination of the Surgical Field with a standby lamp.
	The Surgeon should be able to magnify the images with his own controls upto 6 to 10 times.
	Integrated camera and endoscope
	Built In energy source suitable for monopolar, bipolar and Vessel sealer-

	The Stereo Endoscopes should be capable to view at 00 and 300. Capability for Real-time near-infrared guidance through visualization of inject able fluorescence dye with suitable endoscope, illuminator and camera should be available.
	Camera should provide high resolution images of the operative field along with perception of depth of field.
	Instruments to be used with the system should be able to provide surgeons with natural dexterity and a range of motion far greater than even the human hand. Such instruments are to offer a wide range of tips suitable for performing procedures for benign and onco surgeries across multiple disciplines. These instruments shall offer 7 degrees of motion mimicking the dexterity of human hand.
	The masters at the surgeon's console should be capable of translating the natural hand and wrist movements into corresponding precise and scaled movements to the instruments and camera attached to the surgical cart arms minimising fatigue. Such movements of the instrument tips shall replicate the experience of open surgery.
	There should be a facility for scaling of surgeon hand movements to corresponding smaller instrument tip-movements. The surgeons hand movements shall be replicated at the instrument tip after filtering tremors if any in real time.
	There should be facility for learning hand – eye co-ordination movements by a Simulator subsystem.
	The system should perform self-checks to provide safety during usage.
	Ability to change instruments during surgery safety with proper guidance should be in built.
	Features to provide ability for the assistants in the OR to see and communicate with the surgeon through monitor and Telesation.
	Ability to adjust the surgeons view ports and console to suite individual comfort and ergonomics should be available.
	Ability to enable the surgeon to view two additional video sources from other medical systems with compatible video sources.
	While the robotic arms shall be operated by sterile persons the vision system and surgeons console shall be non-sterile are in the operating room.
	Adequate safety features to prevent inadvertent movements of the surgeon affecting the instruments shall be available.
	The sub systems shall be easily movable with in the OR. If wheels are used there should be features to lock the wheel to prevent movements.
	The system shall provide video output suitable for connecting to external devices such as recorders and additional video monitors.
	The system shall have all software required to support all disciplines of surgery which is possible by the system under the control of the surgeon.
	System shall have features for emergency release of the robotic instruments from the surgery.
	Insufflations system with capability to maintain constant Pneumo-peritoneum pressure and smoke evacuation suitable for easy performance of onco surgery shall be provided as a standalone equipment with initial lot of consumables if any.
	OTHER REQUIREMENTS
	Training : Surgeon Training: A set of 4 surgeons who will eventually use the Robotic Surgery System shall be trained by the vendor for using the system to perform Robot Assisted Surgeries particularly Oncology procedures in the Abdomen and Pelvic Areas, Thoracic and Head, Neck Areas. The duration of the Training and the Training Method in any Developed Counties shall be described.

	<p>O.T . Staff Training: A Set of OT Staff such as Nurses and O.T Technicians and Biomedical Staff shall be trained by the Vendor for handling the system covering powering on, moving and positioning the system and observing the system for right function and errors if any etc. The training method and duration shall be outlined by the vendor. There may be multiple batches of OT Staff required to be trained over a period of time.</p>	
	<p>Instruments, consumables & Accessories: The vendor should provide a list of Instruments, consumables and Accessories available for the use of the system for benign and cancer surgeries suitable for the capabilities of the system including facilities for recording high definition signals from the system</p>	
	<p>Special Additional Equipments: Vendor to specify any special additional equipment that may be required for the use of the Robotic Surgery System such as special cleaning and sterilization equipment and UPS with adequate backup capacity.</p>	
	<p>Environment and power: All Equipment shall be capable of working on 230V AC, +/- 5%, 50 Hz Power supply. The system shall be capable of working between 22 to 33 deg.C Air conditioned Environment.</p>	
	<p>Spares and Accessories: The Minimum set of Emergency Spares that may be required for immediate replacement during procedures. A Set of Reusable Accessories required for common procedures shall also be proposed.</p>	

Section – VIII

Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.:

Date of opening:

Time:

Name and address of the Tenderer:

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

1. Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number
2. Plant and machinery details
3. Manufacturing process details
4. Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum
5. Total annual turn-over (value in Rupees)
6. Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
7. Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other
8. Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize their authorized agent as per Proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
- 2 (a) **The Manufacturer should have supplied and installed atleast of similar tender quantity of similar quoted model, or equivalent meeting major parameters of technical specification which is functioning satisfactorily in India in last five years from the date of Tender Opening. The installation of such units shall be atleast three year prior to the date of this tender opening.**
- 2 (b) **The Tenderers quoting as authorized representative should have supplied and installed atleast of similar tender quantity of similar quoted model, or equivalent meeting major parameters of technical specification which is functioning satisfactorily in India in last five years from the date of Tender Opening. The installation of such units shall be atleast three year prior to the date of this tender opening.**

Note:

1. The tenderer shall give an affidavit as under:

“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”

2. In support of 2 (a) for Manufacturer & 2 (b) for authorized dealer, the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.

The manufacturer (Tenderer)/ Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.

3. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/Consignee)	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

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross- reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

Section – X (a)
TENDER FORM

To _____ Date _____
The Director, Cancer Institute (WIA), Canal Bank Road, Adyar, Chennai- 600 020

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 19, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

SECTION X (b)

DECLARATION BY BIDDER

(In company's letterhead)

Date:

To

The Director
Cancer Institute (WIA)
Canal Bank Road, Adyar
Chennai – 600 020.

Sir

Sub: Tender for supply of Robotic Surgical System to Dept of Surgical oncology at Cancer Institute (WIA), Chennai.

Ref: Tender Ref No. **CI:SCI:NP/SOG/P-V/2019-20/01 Dt. 10/04/2019**

As a bidder, we had carefully gone through all the terms & conditions of the tender for the supply of Robotic Surgical System (1 No.) (Make)..... (Model).....(Brand). We..... (specify name of the bidder) in a capacity of.....(specify whether Manufacturer/Foreign Principal Manufacturer/ Direct Importer/Dealer) quoted the above specified equipment as per the requirement.

We also hereby confirm & agree the following terms.

- 1) Payment terms as per tender.
- 2) Delivery period as per the tender.
- 3) Quoted for 2 year warranty & 8 year CAMC
- 4) The rates quoted for CAMC is in INR only.

Signature & Seal of the bidder

Name & Address of the bidder

SECTION – XI PRICE SCHEDULE (a)
“2 year warranty with 8 year CAMC”

A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHININDIA

1	2	3	4	5							6
				Price per							
Schedule	Brief Description of Goods (with HSS Code)	Country of Origin	Make: Brand: Model:	Quantity (with UOM) (a)	Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (b)	GST [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs at site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at site (Unit Price (g) =a+b+c+d+e+f	Total Price (Rs.) 5(a) 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 charges for CAMC after warranty shall be quoted separately as per Section – XI – Price Schedule C.
 3. The list of consumables for this shall be quoted with the price validity for minimum 2 years in separate sheet.
 4. The bidder shall quote for all the items tendered, if any of the item not quoted, then their bid will be treated as non responsive

Place: _____

Date: _____

Name: _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

**B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD
“2 year warranty 8 year CAMC**

1	2	3		4	5					6	
Schedule	Brief Description of Goods	Country of Origin	Make: Brand: Model:	Quantity (Nos.)	FOB price at port/ airport of Lading	Net FOB	Freight & Insurance (port of loading to port of entry) and other Incidental costs	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training)	Extended Insurance (local transportation and storage) from port of entry to the site for a period including 3 months beyond date of delivery**	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage)	Total price on CIP Named Port of Destination + Insurance (local transportation and storage)
					(a)	(c)	(e) = a+b+c+d	4X 5 (e)			

Total Tender price in foreign currency: In words: _____

Note:

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for CAMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. The list of consumables for this shall be quoted with the price validity for minimum 2 years in separate sheet.
5. The bidder shall quote for all the items tendered, if any of the item not quoted, then their bid will be treated as non responsive

Place: _____

Date: _____

Name _____
 Business Address _____
 Signature of Tenderer _____
 Seal of the Tenderer _____

**C) PRICE SCHEDULE FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AFTER WARRANTY PERIOD
“2 year warranty with 8 year CAMC**

Sl. No.	Item	Qty	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (UNIT RATE IN Rs.)								Total Unit Rate of CAMC (D+E+F+G+H+I+J+K)	Total CAMC rate (C x L)
			1 st year	2 nd year	3 rd year	4 th year	5 th year	6 th year	7 th year	8 th year		
A	B	C	D	E	F	G	H	I	J	K	L	M

* After completion of Warranty period. ** CAMC shall be quoted in INR only and the payment also will be released only in INR

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period shall be quoted for next 8 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CAMC shall be quoted along with taxes applicable on the date of Tender Opening. **“Whether service tax on CAMC is inclusive or extra ,if extra, indicate the present rate**”.In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CAMC will be added for Ranking/Evaluation purpose.
5. The payment of CAMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CAMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
10. The bidder shall quote for all the items tendered, if any of the item not quoted, then their bid will be treated as non responsive

Place: _____
Date: _____

Name _____
Business Address _____
Signature of Tenderer _____
Seal of the Tenderer _____

SECTION – XII QUESTIONNAIRE

Fill up the Section XVIII – Checklist & Declaration by the bidder and enclose with the Tender

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Tenderer”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will 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 Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

fails or refuses to furnish the performance security for the due performance of the contract or fails or refuses to accept/execute the contract or if it comes to notice that the information / documents furnished in its tender is incorrect, false, misleading or forged.

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 the two conditions, specifying the occurred condition(s).

This Guarantee is irrevocable during its currency except with the written consent of the Purchaser

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XIV

MANUFACTURER'S AUTHORISATION FORM

The Director,
Cancer Institute (WIA),
Canal Bank Road, Adyar, Chennai- 600 020

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

(*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs _____
[*Name & address of the manufacturers*]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

SECTION – XV
CONTRACT FORM - A
CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule

- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any

- 6. Warranty clause
- 7. Payment terms
- 8. Paying authority

**(Signature, name and address
of the Purchaser's/Consignee's authorised official)**
For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

CONTRACT FORM – B (i)

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____
Between _____

(Address of Head of Hospital)
And _____

(Name & Address of the Supplier)

Ref: Contract No _____ dated _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

2. The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

1	2	3	4							5	
Schedule No.	BRIEF DESCRIPTION OF GOODS	Qty (Nos.)	Comprehensive Annual Maintenance Contract Cost for Each Unit year wise*.							Total Comprehensive Annual Maintenance Contract Cost for 8 Years [3 x (4a+4b+4c+4d+4e+4f+4g+4h)]	
			3 rd	4 th	5 th	6 th	7 th	8 th	9 th		10 th
			a	b	c	d	e	f	g		h

Total value (in figure) _____ (In words) _____

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 8 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ &_) and Turnkey (if any).
- d) There will be 98% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC.

- h) **Payment terms:** The payment of Annual CAMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- i) **Paying authority:** _____ (name of the consignee i.e. Hospital authorized official)
- _____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVI
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

The following store (s) has/have been received in good condition:

- 1) Contract No. & date :__
- 2) Supplier’s Name :__
- 3) Consignee’s Name & Address with
telephone No. & Fax No. :_
- 4) Name of the item supplied :__
- 5) Quantity Supplied :__
- 6) Date of Receipt by the Consignee :__
- 7) Name and designation of Authorized
Representative of Consignee :__
- 8) Signature of Authorized Representative of
Consignee with date :__
- 9) Seal of the Consignee / HOD :__

SECTION – XVII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions 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 _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of commissioning and proving test _____

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfill its contractual obligations with regard to the following:

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to ‘Technical Specifications’.
- b) He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Cancer Institute (WIA) in respect of the installation of the equipment(s)/plant(s).

- c) The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
The amount of recovery on account of non-supply of accessories and spares is given under
Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is ____ (here indicate the amount).

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Cancer Institute (WIA) in respect of the installation of the equipment(s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

SECTION – XVIII
CHECKLIST

Name of Tender:**Name of the Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed Tender fee of required amount?			
b.	Have you enclosed EMD of required amount for the quoted schedules?			
c.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
d.	In case Bank Guarantee is furnished, have you kept its validity of 135 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X (a)?			
b.	Have you enclosed duly filled Declaration by bidder as per format in Section X (b)?			
c.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed Udyog Aadhar / certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 90 days from the Techno Commercial Tender Opening date as per the TE document?			

9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you enclosed the latest purchase order copies the specific model quoted along with the price bid			
19	Have you enclosed an affidavit as under: “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”			

N.B.

1. All pages of the Tender should be page numbered and indexed.

2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.

It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the
Tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION – XIX

PERFORMANCE BANK GUARANTEE

(To be executed by the Contractor's Bank

Cancer Institute (WIA)
Adyar, Chennai.

1. WHEREAS _____ on or about the _____ day of _____ 2017 M/s. _____ a Company incorporated under the Companies Act 1956 and having its registered office at _____ (hereinafter referred to as 'The Contractor') entered into an agreement bearing No. _____ (hereinafter referred to as 'The Contract'), with Cancer Institute (WIA), Adyar, Chennai, incorporated as a Society Registered under the Societies Registration Act 1860 acting through Director (hereinafter referred to as (Cancer Institute (WIA), Adyar) for supply of _____ (hereinafter referred to as 'The Equipment').

2. AND WHEREAS under the terms & conditions of the contract, the Contractor shall furnish Performance Security Bond for an amount of Rs. _____ (Rupees _____ only) representing 10% of the total value of the contract in the form of a bank guarantee, in a manner herein contained duly executed by a Nationalised bank towards satisfactory performance of the contract and performance of the equipment and against any loss or damage caused to or suffered or would be caused to or suffered by Cancer Institute (WIA), Adyar by reason of any breach by the said Contractor(s) of any terms and conditions contained in the said agreement. The Performance Bank Guarantee shall be valid till satisfactory completion of execution of contract / Defect Liability Period covering the Warranty/Guarantee period of the equipment as per the terms & conditions of the said agreement.

3. NOW WE, the _____ (Bank) in consideration of the promises do hereby agree and undertake to pay Cancer Institute (WIA), Adyar, on behalf of the Contractor, the said sum of Rs. _____ (Rupees _____ Only), the amount due and payable under the guarantee without any demur, merely on a demand from Cancer Institute (WIA), Adyar, stating that the amount claimed is due by way of loss or damage caused to, or suffered by Cancer Institute (WIA), Adyar, by reason of any breach by the said Contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement or by reason of unsatisfactory performance of the equipment during the execution of the

contract / Warranty period. Any such demand, made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. WE undertake to pay to Cancer Institute (WIA), Adyar, the said sum of Rs. _____ (Rupees _____ Only), demanded notwithstanding any dispute or disputes raised by the Contractor(s), in any suit on proceedings pending before any Court or Tribunal relating thereto, our liability under this presents being absolute irrevocable and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. WE HEREBY further agree that the decision of Cancer Institute (WIA), Adyar as to the amount of damages suffered by Cancer Institute (WIA), Adyar by reasons(s) of any breach by the said Contractor or for non satisfactory performance of equipment during the Warranty Period as per the terms and conditions of the said agreement, shall be final and binding on us.

6. AND WE, the _____ (Bank) do hereby further agree that our liability herein under shall not be discharged by virtue of any agreement between Cancer Institute (WIA), Adyar and the Contractor with or without our knowledge and/or consent and shall remain in full force and effect during the period that would be taken for the performance of the said agreement or by reason of Cancer Institute (WIA), Adyar showing any indulgence or forbearance to the Contractor as to payment, time for performance, or any other matter whatsoever relating to the contract, which but for this provision, would amount to discharge of the surety under the law.

7. We the GUARANTOR lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CLIENT in writing and agree that any change in the constitution of the said CONTRACTOR or the said GUARANTOR shall not discharge our liability hereunder.

8. This Guarantee shall not be affected by any change in the constitution of the Bank or the Contractor nor shall THIS GUARANTEE be affected by any change in the constitution of the Cancer Institute, Adyar or amalgamation or absorption with any other Organization and this

Guarantee will be available to or enforceable by such Organization .

9. The Guarantee is irrevocable during its currency except with the written consent of Cancer Institute (WIA), Adyar

10. OUR Guarantee shall remain in force until___and unless a claim under the guarantee is lodged with us within six months from the said date i.e. _____ all rights of Cancer Institute (WIA), Adyar under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Dated the_____day of_____2001

For_____

(indicate the Name of bank)

SECTION – XX

Consignee List

Consignee Code	Medical Institutions	Consignee Address	AirPort	Sea Port / Dry Port
Chennai	The Director Cancer Institute (WIA), Canal Bank Road, Adyar, Chennai- 600 020 Phone:+91 44 2220 9150 Exn (179) Email:scigrant@cancerinstitutewia.org	The HOD, Dept of Surgical oncology Cancer Institute (WIA),Canal Bank Road, Adyar, Chennai- 600 020 Phone:+91 44 2220 9150 Exn (179) Email:scigrant@cancerinstitutewia.org	Chennai	Chennai