



**Embassy of India
Thimphu, Bhutan**

TENDER DOCUMENT

FOR

**SUPPLY OF SIX (06) UNITS OF PORTABLE DIGITAL X-RAY
MACHINES**

TO THE EMBASSY OF INDIA, THIMPHU

NIT Issue Date:	24 December 2020 at 1100 hrs (IST)
NIT No.:	Thi/Pol/103/01/20
Online Pre-Bid Conference:	05 January 2021 at 1600 hrs (IST)
Last Date for Submission of Bids:	14 January 2021 at 1200 hrs (IST)
Opening of Technical Bids:	14 January 2021 at 1500 hrs (IST)

The tender documents and related details may be downloaded from the website of the Embassy of India, Thimphu at <https://www.indembthimphu.gov.in/> and the Central Public Procurement Portal at <https://eprocure.gov.in/cppp/>

Embassy of India
Thimphu
(Administration Wing)

24 December 2020

NOTICE INVITING TENDER

1. The Embassy of India, Thimphu invites **online bids under two-bid system** (technical and financial bids) from registered and authorized firms/agencies for **supply of six (06) units of portable digital x-ray machines to the Embassy of India**, as per the following details:

- Category of Work = Supply of Portable Digital X-Ray Machines
- Quantity = Six (06) nos.
- Date for collection / download of tenders = 24 December 2020 at 1100 hrs (IST)
- Online pre-bid conference to clarify doubts = 05 January 2021 at 1600 hrs (IST)
- Last date and time of submission of tenders = 14 January 2021 at 1200 hrs (IST)
- Date and time of opening of technical bids = 14 January 2021 at 1500 hrs (IST)

2. The tender document and related details can be downloaded from the website of the Embassy of India, Thimphu at <https://www.indembthimphu.gov.in/> and the Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/cppp/> from 24 December 2020 at 1100 hrs (IST) onwards. Any corrigenda/addenda to the above tender document, if any, will be uploaded on the Embassy's website and CPPP website, as given above.

3. The technical bids will be opened on 14 January 2021 at 1500 hrs (IST) by a Tender Evaluation Committee authorized by the Competent Authority. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Tender Evaluation Committee. If there are any queries regarding the tender, please send an e-mail message to adm.thimphu@mea.gov.in / fspol.thimphu@mea.gov.in.

4. The Embassy of India, Thimphu reserves the right to reject any or all bids, or cancel the tender, without assigning any reason, and the decision of the Competent Authority of the Embassy shall be final and binding.

**Head of Chancery
Embassy of India, Thimphu
Tel: +975-02-322291
Email: adm.thimphu@mea.gov.in**

Chapter 1: INSTRUCTIONS TO BIDDERS

1. **Submission of Tender:** Bids shall be submitted **only online** at the Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/cppp/> in two parts, viz. technical bid and financial bid. All the pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents, before uploading. Any cutting shall also be attested by the bidder. **The offers submitted by fax/email will not be considered. No correspondence will be entertained in this matter.**
2. **Last date for submission of Tender:** The deadline for submission of tenders is **14 January 2021 at 1200 hrs (IST) on the online CPPP website**. Bids received after the stipulated time shall **not** be entertained.
3. The complete bidding process is **online**. Bidders should be in possession of a valid registered Digital Signature Certificate (DSC) of Class III for online submission of bids.
4. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers/Bidders for the e-submission of the bids online' through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/cppp/>.
5. Bid documents may be scanned in 100 dpi with black and white option which helps in reducing size of the scanned document.
6. **Scope of the bid: Supply and delivery of six (06) units of portable digital x-ray machines** to the Embassy of India, Thimphu shall be made **sixty (60) days** from date of award of work, and delivered to **Consul General of India (CGI Phuentsholing), Bhutan Gate No. 1, Next to SSB Outpost, NS Road, Jaigaon, Alipurduar District, West Bengal - 736182**.
7. The Supplier/s must adhere to the above timelines. The penalty of 0.1% of the contract amount per day would be levied in case of delay, including annulling of the contract, subject to a maximum of 10% of tender cost.
8. **Tender Document:** The tender documents and related details may be downloaded from the website of the Embassy of India, Thimphu at <https://www.indembthimphu.gov.in/> and the Central Public Procurement Portal at <https://eprocure.gov.in/cppp/>.
9. **Minimum Eligibility Criteria:** The following shall be the minimum eligibility criteria for selection of bidders at the technical bid stage of the bidding process:
 - i. **Experience:** Only original manufacturers/authorised dealers of Indian manufactured goods with three similar completed delivery of items under consideration costing not less than the amount equal to INR 61.2 lakh **or** two similar completed delivery of items under consideration costing not less than the amount equal to INR 76.5 lakh **or** one similar completed delivery of items under

consideration costing not less than the amount equal to INR 122.4 lakh during the last 07 (seven) years ending 31 December 2020 are invited are eligible to participate in the tender process. The **proof in support of the same** shall be attached with the bid documents.

- ii. **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of Limited Company registered under the relevant Act or a firm having trade license granted by the City Corporation / State Government / Government of India / Royal Government of Bhutan to do business in Bhutan and/or India. The **proof for supporting the legal validity** of the Bidder/Bidding Firm shall be attached with the bid.
- iii. **Registration:** The Bidder/Bidding Firm must have the Tax/VAT registration with the concerned authorities of Bhutan and/or India as the case may be. The **proof in support of the same** shall be attached with the bid documents.

10. **Documents supporting the Minimum Eligibility Criteria:**

- i. As proof of fully adhered to the minimum eligibility criteria at 9.i, attested copies of experience certificates for completed work/ongoing work shall be attached with the bid document.
- ii. As proof of having fully adhered to the minimum eligibility criteria at 9.ii, attested copies of certificates issued by the respective authority should be attached with the bid documents.
- iii. As proof of having fully adhered to the minimum eligibility criteria at 9.iii, attested copies of Tax/VAT registration certificate should be attached with the bidding document.

11. **Financial Statements: Annual financial statements** for the last three years, ending 31st March of the previous financial year, duly certified / audited by a chartered accountant to be submitted with technical bid. Must have **average annual financial turnover of INR 45.9 Lakhs** during the last three financial years, ending 31st March of the previous financial year. Should not have incurred losses in more than two years during the immediate last five financial years and no loss in immediate previous financial year.

12. **Solvency:** Must have **solvency of at least INR 61.2 lakh. Solvency certificate** certified by bank should not be older than six months as on date of application.

13. **Single Stage Two-Bid System:** The bids are called in Single Stage with Two-Bid system: Part I - Technical bid and Part II - Financial Bid.

(a) **Part I - Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all the required information, documents in support of the minimum eligibility criteria and Bid Security Declaration (in the format of

Annexure IV). The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i. **Letter of Bid** duly signed and printed on the Company's letterhead (**Annexure I**)
- ii. **Contact Details Form** – duly filled, stamped and signed (**Annexure II**)
- iii. **Bid Security Declaration** – duly filled, stamped and signed (**Annexure IV**)
- iv. **Annexure IX** – duly filled **details of parameters**
- v. All attested supporting documents in proof of having fully adhered to the minimum eligibility criteria as referred to in para 9-10 above.
- vi. Signed and scanned copy of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
- vii. Signed and scanned copy of make and model of all systems, sub-systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write-ups.

(b) Part II - Financial Bid: Bidder must submit financial bid in the format of the Price Schedule as provided at **Annexure III**.

14. Bid Opening Procedure:

- i. The Technical Bids shall be opened in the Embassy of India, Thimphu on **14 January 2021 at 1500 hrs (IST)** in the presence of a Tender Evaluation Committee constituted by the Competent Authority of the Embassy. After evaluation of the Technical Bids, a list of qualified bidders will be prepared by the Embassy. The Financial Bids will be opened at a subsequent date, which will be intimated to the shortlisted bidders by e-mail/telephone. If any of the bidders or their representatives fail to be present on the designated date for the opening of the bids, the bids will be opened *in absentia*.
- ii. The Financial Bids of only those bidders who qualify at the Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated by e-mail message/telephone regarding the date of opening of the Financial Bids.
- iii. If the date fixed for opening of bids is subsequently declared as a holiday by the Government, the revised date of schedule for the opening of the Financial Bids will be notified. However, in absence of such a notification, the bids will be opened on the next working day of the Embassy of India, the time remaining unchanged.
- iv. A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- v. Absence of the bidder or their representative shall not impair the legality of the opening procedures.

- vi. After opening of the Technical Bids and verification of the Bid Security Declaration (in the format of **Annexure IV**), the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

15. Clarification for evaluation of technical bid:

- i. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the Buyer may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Buyer shall not be considered. The Buyer's request for clarification and the response of the bidder shall be in writing.
- ii. The Buyer also reserves the right to seek confirmation/clarification from the issuer agency on the supporting documents submitted by the bidder as per para 10 above.

16. Performance Security:

- i. The successful bidder has to deposit a Performance Security, a sum equivalent to **3% of the accepted contract value** in favour of the Embassy of India, Thimphu, payable in Thimphu in the form of a Demand Draft Bank Guarantee or by bank transfer **within 15 days** of the acceptance of the Letter of Acceptance. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Supplier and shall be discharged after completion of work. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the Supplier. No interest shall be paid on the Performance Security.
- ii. In case of non-submission of Performance Security @3% by the L1 bidder within fifteen days of the acceptance of the Letter of Acceptance, such failure shall constitute a breach of the contract and the the bidder will be suspended and blacklisted for a period of one year from being eligible to submit bids for contracts tendered by the Embassy of India, Thimphu.
- iii. The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the Contract, 3% of the Performance Security sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained on the account of the Supplier's bill has been received and examined.
- iv. On due performance and completion of the contract in all respects, the Performance Security shall be returned to the Supplier without any interest on presentation of the absolute 'No Demand Certificate' from the Supplier and upon return in good condition of any specifications, samples or any other property

belonging to the Buyer, which may have been issued to the Supplier, for carrying out work as stipulated in the contract.

17. While all efforts have been made to avoid errors in the drafting of the Tender Documents, the bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained. A pre-bid conference will be held on 05 January 2021 at 1600 hrs (IST) to clarify all doubts of the bidders.

18. The bidder shall submit the copy of the authorization letter as the proof of authorization for signing on behalf of the Bidder.

19. All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, will be considered as the bids not meeting the minimum eligibility criteria. Technical Bids not accompanied with the Bid Security Declaration (**Annexure IV**) or any other requirements specified in the tender documents are liable to be summarily rejected.

20. The Parties to the Contract Agreement shall be the successful bidder (to whom the contract has been awarded) i.e. the Supplier and the Buyer, i.e. the Embassy of India, Thimphu.

21. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be, unless the bidder notifies any change of address by a separate letter sent by registered post to the Embassy of India, Thimphu. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

22. **Time for completion:** Time for supply of the goods is within **60 days** from the date of award of work. The 60 days' time period is not extendable.

23. **Payment Terms:** The price shall be quoted **excluding** Indian Excise, Bhutanese Customs and other duties. The Embassy of India, Thimphu shall issue the necessary letters to the concerned tax authorities of India and Bhutan regarding exemption from taxes and duties. Clearing & Forwarding and Transportation charges of the goods etc., if any, should be **included** in the bid itself. **NO INSURANCE, DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE EMBASSY UNDER ANY CIRCUMSTANCES.** Payment of basic cost of the goods shall be made through an SBI Cheque/bank transfer in favour of the Supplier drawn on the State Bank of India, payable at par anywhere in India after satisfactory certified delivery of the goods at Jaigaon (West Bengal, India) - Phuentsholing (Bhutan) border point **or** payment may be released at different stages as per details given below:

- i. Up to 30% advance against Bank Guarantee of equivalent amount;
- ii. Up to 65% on delivery of goods at the destination on the India-Bhutan border point;
- iii. Balance 05% after completion of warranty period.

24. **Defect Liability Period:** The goods should be warranted for **at least one (01) year** against all manufacturing defects from the date of supply of the goods without any financial implication.
25. **Certificate of Dealership:** The bid should be accompanied by a duly attested copy of the certificate of dealership from the manufacturer company.
26. **Clarification:** Prospective bidders can obtain further information and any clarification regarding the bidding document from the Embassy of India, Thimphu (Tel: +975-2322291) from **24 December 2020 to 14 January 2021** during 1000 to 1700 hrs.
27. **No. of bids per bidder:** Each bidder shall submit **only one bid**. A bidder who submits more than one bid shall be disqualified.
28. **Cost of bidding:** The bidder shall bear all the costs associated with the preparation and submission of bid and this Embassy shall in no case be responsible or liable to these costs.
29. **Amendment of bidding document:** The Embassy may amend the bidding document by issuing Corrigenda/Addenda, before the deadline for submission of bids. The same will be uploaded on the Embassy's website and CPP portal.
30. **Language:** All documents relating to the bid shall be in the **English** language.
31. **Bid Security Declaration:** Each bid shall be accompanied by a "Bid Security Declaration" (in the format of **Annexure IV**) signed by the bidder, accepting that if they withdraw their offer or modify their bids during the period of validity, etc., they will be suspended and blacklisted for a period of one year from being eligible to submit bids for contracts tendered by the Embassy of India, Thimphu.
32. **Place of Delivery:** The goods should be delivered to **Consul General of India (CGI Phuentsholing), Bhutan Gate No. 1, Next to SSB Outpost, NS Road, Jaigaon, Alipurduar District, West Bengal – 736182.**
33. **Contents of bid:** The following documents and addenda, if any, shall form a part of the tender for supply and delivery of six (06) units of x-ray machines to the Embassy of India, Thimphu:
- i. Instructions to Bidders
 - ii. Terms and Conditions of Contract
 - iii. Technical Specifications
 - iv. Price Schedule
 - v. Contract Agreement
 - vi. Bid Security Declaration (Annexure IV)
 - vii. Annexure IX - Parameters
 - viii. Addenda, if any, issued by the Embassy of India

34. The Embassy reserves the right to reject or accept any application without assigning any reason.

35. Dates to Remember:

Notice inviting Tender	24 December 2020
Issuance/Downloading of Tender Document	24 December 2020 at 1100 hrs (IST)
Online pre-bid conference	05 January 2021 at 1600 hrs (IST)
Last date of Tender Submission	14 January 2021 at 1200 hrs (IST)
Opening of Technical Bids	14 January 2021 at 1500 hrs (IST)
Opening of Financial Bids (only of those Bidders who qualify in the minimum eligibility criteria through the Technical Bids)	To be notified later

Chapter 2: TERMS & CONDITIONS OF CONTRACT

1. **Price:** The price shall be quoted **excluding** Indian Excise, Bhutanese Customs and other duties. The Embassy of India, Thimphu shall issue the necessary letters to the concerned tax authorities of India and Bhutan regarding exemption from taxes and duties. Clearing & Forwarding and Transportation charges of the goods etc., if any, should be **included** in the bid itself. The supplier shall also submit original invoice and other details of the goods well in advance to obtain necessary tax exemption from the relevant authorities of the Royal Government of Bhutan.
2. **Currency:** All rates shall be quoted in **Indian Rupees** (INR 1.00 = BTN 1.00).
3. **Validity of quoted rates:**
 - i. The quoted rates must be valid for a period for **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case, the Buyer calls the bidder for negotiation, then this shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidder. The Buyer may request for an extension of another period of 60 days, without any modifications and without giving any reasons thereof.
 - ii. In case the bidder withdraws, modifies or changes their offer during the validity period, the bid is liable to be rejected and the bidder will be suspended and blacklisted for a period of one year from being eligible to submit bids for contracts tendered by the Embassy of India, Thimphu without assigning any reason thereof. The bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
4. **Performance Guarantee:** Successful bidder/s shall have to deposit Performance Guarantee equal to 3% of the tendered cost of the goods from a Nationalized Bank/Registered with the Royal Government of Bhutan before the time of award of work.
5. **Purchase Preference to Local (read: Indian) Suppliers:**
 - i. **Purchase Preference to Local (read: Indian) Suppliers:** Only Class-I and Class-II local suppliers as per the Department for Promotion of Industry and Internal Trade, Government of India's (MII) Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be eligible to bid. Non-local suppliers as per the said order dated 16.09.2020 are not eligible to participate. The minimum local content defining Class-I and Class-II local suppliers shall be as specified in the Government of India (MII) Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.
 - ii. **Minimum Local (read: Indian) Content:** In pursuance of the Department for Promotion of Industry and Internal Trade, Government of India's (MII) Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 (as amended from time to time),

purchase preference shall be given to Class-I local suppliers. If the bidder wants to avail of the Purchase Preference, the bidder must upload a certificate from the OEM indicating percentage of local content and provide self-certification. They must also give details of location at which the local value addition is made. In absence of these documents, no purchase preference shall be granted.

6. **Purchase Preference to MSEs:** Purchase preference will be given to Micro and Small Enterprises (MSEs) as defined in the Ministry of Micro, Small and Medium Enterprises, Government of India's Public Procurement Policy for MSEs Order, 2012 dated 23.03.2012. If the bidder wants to avail of the Purchase Preference for MSEs, the bidder must be the manufacturer of the offered product. Relevant documentary evidence in this regard is required to be uploaded along with the bid.

7. **Pre-delivery Inspection:** The successful bidder shall conduct pre-delivery inspection of the goods and remove all mechanical, electrical, and physical defects, if any, before delivery of the goods to the Embassy. The Supplier shall submit the internal Inspection Report of the company along with the goods before claiming the payment.

8. **Inspection by Embassy:** The Embassy of India, Thimphu may also undertake physical inspection of the goods through its representatives before taking their delivery. This shall, however, not be treated as discharge of the responsibility of the Suppliers for pre-delivery inspection of the goods.

9. **Signing the Contract:** The successful bidder shall be required to execute the **Contract Agreement (Annexure VI)** accepting all terms and conditions stipulated herein on a non-judicial stamp paper of INR 500/- (Indian Rupees Five Hundred only) along with performance security, within 15 days of the issue of the letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of bid shall be considered as cancelled and the bidder will be suspended and blacklisted for a period of one year from being eligible to submit bids for contracts tendered by the Embassy of India, Thimphu.

10. **Delivery:** The successful bidder/s shall be required to deliver the goods to "**Consul General of India (CGI Phuentsholing), Bhutan Gate No. 1, Next to SSB Outpost, NS Road, Jaigaon, Alipurduar District, West Bengal – 736182**" complete in all respects in ready to gift condition within **sixty (60) days** from and including the date of the award of work. The period of delivery is not extendable.

11. **Liquidated Damages:** In case of delay in delivery of the goods, if any, the successful bidder/s shall be liable to pay a penalty of 0.5% of the prices of any portion of stores delivered late, for each week or part thereof of delay shall be recovered

12. **Performance Security:** As a guarantee towards due performance and compliance of the contract work, the successful bidder (Supplier) will deposit an amount equal to **3% of the order value** as per **Annexure VII** and should be kept valid for a period of 60 days beyond completion of all the contractual obligation towards security deposit in the form of the Account Payee Demand Draft/Pay Order drawn in favour of "Embassy of

India, Thimphu” within 15 days of the issue of the **Letter of Notification of Award (Annexure V)** along with non-judicial stamp paper of INR 500/- (**Contract Agreement at Annexure VI**).

13. **Retention Money:** Retention Money amounting to 5% of the contract amount will be deducted from the invoice of the bidder and will be payable after expiry of warranty period of goods.

14. **Payment Modalities:** The price shall be quoted **excluding** Indian Excise, Bhutanese Customs and other duties. The Embassy of India, Thimphu shall issue the necessary letters to the concerned tax authorities of India and Bhutan regarding exemption from taxes and duties. Clearing & Forwarding and Transportation charges of the goods etc., if any, should be **included** in the bid itself. **NO INSURANCE, DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE EMBASSY UNDER ANY CIRCUMSTANCES.** Payment of basic cost of the goods shall be made through an SBI Cheque/bank transfer in favour of the Supplier drawn on the State Bank of India, payable at par anywhere in India after satisfactory certified delivery of the goods at Jaigaon (West Bengal, India) - Phuentsholing (Bhutan) border point **or** payment may be released at different stages as per details given below:

- i. Up to 30% advance against Bank Guarantee of equivalent amount;
- ii. Up to 65% on delivery of goods at the destination on the India-Bhutan border point;
- iii. Balance 05% after completion of warranty period.

15. **Warranty:** The supplier/s shall provide warranty of the goods against manufacturing defects and free services for a period of one year, or more if provided by the manufacturer.

16. **Refund Performance Guarantee:** Performance Guarantee deposited by the Supplier/s shall be returned after 60 days on receipt of a request from the Supplier/s after satisfactory delivery of the goods complete in all respects in ready to gift condition. This shall be subject to deduction of liquidated damages stipulated at para 10 of these ‘Terms & Conditions of Contract’.

17. **Accessories & Consumables:** The final price quoted by the bidder shall be inclusive of price of all related accessories and consumables.

18. **After Sales Service:** After sales service centre should be available on 24 (hrs) x 7 (days) basis throughout the year. Complaints should be attended to properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

19. **Documents:**

- i. **All pages of the Tender should be numbered and indexed.**

- ii. The bidder 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 confirm to the goods and services specified by the purchaser in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the Buyer in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
 - iii. The bidder shall provide a list of major government and private institutions where its relevant bid item has been supplied during the last one year.
20. **Manufacturer Authorisation:** The bidder (if not an original equipment manufacturer) must submit Original Equipment Manufacturer authorization certificate that the bidder is authorized to sell and maintain the equipment quoted for. Proforma is at **Annexure VIII**.
21. The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/ Private).
22. The successful bidder will be required to submit order copies of the supply of the equipment in Government institutions in the last 12 months for rate reasonability purpose.
23. **Insurance:** The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
24. **Tender Prices:** While filling up the Price Schedule (**Annexure III**) of the Financial Bid, the charges towards Clearing & Forwarding and Transportation etc., if any, should be **included** in the bid itself.
25. **Firm Price:** Unless otherwise specified in the NIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
26. **Guarantee / Warranty Period:** The bidders must quote for **five (05) years** comprehensive warranty (including all spares and accessories) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Failure to comply with this condition will entail the rejection of the bids.
27. **Uptime guarantee:** The firm should provide uptime guarantee of 95%.
28. **Downtime penalty Clause:**

- i. During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guarantee period by two days for each additional day of down time will be enforced. The supplier must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Embassy.
- ii. The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

29. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/job without assigning any reason thereof and nothing will be payable by the Embassy of India, Thimphu in that event the security deposit shall also stands forfeited.

30. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified by the Embassy of India, Thimphu shall have the power to terminate the contract without any prior notice.

31. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or acts of God (hereinafter referred to as “events”) provided notice of happening of any such eventuality is given by the Supplier to the Buyer within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

32. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least have the option to terminate the contract.

33. The bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

34. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.

35. After due evaluation of the bid(s) and obtaining the necessary approvals, the Embassy will award the contract to the lowest evaluated responsive bidder.

36. Conditional bid will be treated as unresponsive and it may be rejected.

37. The Embassy reserves the right to accept in part or in full or reject any or more bidder(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

38. Applicable Law:

- i. The contract shall be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- ii. *Force Majeure*: Any delay due to *force majeure* will not be attributable to the Supplier.

**Head of Chancery
Embassy of India, Thimphu**

Chapter 3: TECHNICAL SPECIFICATIONS

1. Technical Specifications of six (06) units of portable digital x-ray machines

SN	Technical Specifications	Specification required by the Embassy of India	Specifications of the machine quoted in the bid
1.	State-of-the-art High Frequency microprocessor controlled Portable Digital X-Ray system with integrated Computed Radiography system having the following features:	Compact, lightweight, easily transportable mobile High Frequency Digital X-Ray unit for bedside x-Ray rays, trauma, Intensive care units, Operation theatres and Radiology department, NICU, and ortho.	
		The unit should be fully counter balanced and can be positioned to suit different bed heights. The unit should have facility of vertical swing and horizontal rotation of the tube head to ensure X-Ray of any anatomy even within limited space.	
		The unit must have an effective braking system for parking and transport.	
		The exposure release switch should be detachable with a cord of sufficient length (at least 3 m).	
2.	The Generator:	Microprocessor controlled high frequency/inverter type of high frequency (200 kHz or more) for constant output.	
		It should have power rating of at least 4 kW or more	
		It should have a digital display of mA and kV.	
		kV range: 40 kV to 100 kV or more	
		mA range:10 mA to 100 mA or more	

SN	Technical Specifications	Specification required by the Embassy of India	Specifications of the machine quoted in the bid
		kV selection: 40 kV to 100 kV, selectable in 1 kV steps	
		mAs selection: 0.1 mAs to 250 mAs	
		It should have over loading protection.	
		It should have APR feature	
3.	X-Ray Tube and Collimator:	Stationary / Rotating anode having focal spot size less than 2 mm	
		Should have 90 degree collimator rotation and tube-head rotation	
		Output of tube should match with that of generator.	
		Light Beam diaphragm/ Double layer Collimator with auto cutoff switch. The light intensity shall be at least 160 Lux at 1 mtr distance from focal spot.	
4.	Digital interface	Should have large touch screen with intuitive interface with capacity for over 200,000 Artefact free images	
		PACS-ready and DICOM compatible images	
5.	The unit should operate on single phase power supply and should have plug in facility to any standard wall outlet with automatic adaptation to line voltage 200 V to 240 V, 15 Amp plug.		
6.	The Leakage radiation level at 1 meter from the focus should be less than		

SN	Technical Specifications	Specification required by the Embassy of India	Specifications of the machine quoted in the bid
	70 mR. Products having negligible leakage radiation level will be preferred (Please attach relevant test report).		
7.	The Systems should be fully safe with respect to:	Overcurrent	
		Overvoltage	
		Maximum loading of tube	
8.	Power input to be 220-240 VAC, 50 Hz fitted compatible for use in Bhutan		
9.	The product should be CE or US FDA approved		
10.	Should be an AERB approved product		
11.	Accessories required with each x-ray machine:	Cassettes of different sizes (14x17", 12x15", 10x12") - at least 2 units each	
		Stationary grids of corresponding cassette sizes (1 unit each)	
		DICOM printer with compatible films of various sizes as mentioned above	
		Cassette reader (if not already in-built)	
		Lead apron (2)	
		Thyroid shield (2)	

Annexure I

LETTER OF BID

(To be printed on the Bidder's letterhead)

To
The Head of Chancery
Embassy of India, Thimphu

Ref: Invitation for Bid No. Thi/Pol/103/01/20

We, the undersigned, declare that:

We have examined the Bidding Documents and we have no reservations to the Bidding Documents including the Annexures issued in accordance with instructions to the Bidders.

2. We offer to execute in conformity with the Bidding Documents for supply of six (06) units of portable digital x-ray machines (as detailed in the Scope of Work in the Tender Document) to the Embassy of India, Thimphu.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the aforesaid period.

4. If our bid is accepted, we commit to submit a "Performance Security Deposit" in accordance with the Bidding Documents.

5. We also declare that the Government of India or any other Government body including the Royal Government of Bhutan has not declared us being ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them including the condition that you are not bound to accept the highest ranked bid/lowest ranked bid or any other bid that you may receive.

Yours sincerely

Authorized signatory
Full name and designation

(Authorized person shall attach a copy of Authorization for signing on behalf of the Bidding Company)

Annexure II

CONTACT DETAILS FORM

(To be printed on the Bidder's letterhead)

1.	Name of Firm/Contractor/Supplier	
2.	Complete address for communication	
3.	Name of Proprietor/Partner/Managing Director/Director.	
4.	Telephone No.	
5.	Mobile No.	
6.	Email ID	
7.	Name and Designation and Particular details of the Firm's Authorized Representative (if applicable) including phone no., email ID, etc.	
8.	Name and address of service centre in Bhutan / in India nearest to Bhutan	
9.	Whether the firm is a registered firm: Yes/No (attach copy of certificate)	
10.	PAN No. (enclose the attested copy of PAN Card)	
11.	GST IN (enclose the attested copy of GST Registration Certificate)	
12.	Whether the firm has enclosed the Bid Security Declaration (Annexure IV)	
13.	Whether the Firm/Agency has signed each and every page of Tender/NIT	
14.	Please provide full list of consumables	
15.	Any other information, if necessary	

Authorized signatory of the bidder with seal

PRICE SCHEDULE FORMAT
(To be submitted along with the Financial Bid)

Bid No. Thi/Pol/103/01/20

Date: _____

To
The Head of Chancery
Embassy of India, Thimphu

Price Schedule

SN	Description of item	Quantity	Rate per unit (In INR both in figures and in words)	Total price (In INR both in figures and in words)
1.	Portable digital x-ray machine with minimum specifications and accessories, as mentioned in Chapter 3	06 Nos.		

Note: Only basic price (excluding taxes and duties) should be quoted against serial number 1 above. Clearing & Forwarding and Transportation charges etc. shall be included in the bid itself.

The manufacturer's warranty should be quoted below:

Yours faithfully

(Signature of Authorized Signatory)

Name:
Designation:
Company Seal:

FORM OF BID SECURITY DECLARATION

(To be printed on the Bidder's letterhead)

To
The Head of Chancery
Embassy of India, Thimphu

BID SECURITY DECLARATION

I, _____, of M/s _____, having registered office at _____ do hereby undertake that my company M/s _____ will not withdraw or modify its bid from Tender No. Thi/Pol/103/01/20 dated 24 December 2020 for the 'supply of six (06) units of portable digital x-ray machines to the Embassy of India, Thimphu' during the period of validity of the bid.

I further undertake to have understood that if my company M/s _____ Enterprises withdraws or modifies its bid or if it fails to sign the contract or fails to submit a Performance Security before the stipulated deadline after being awarded the work, then M/s _____ will be suspended and blacklisted for a period of one year from being eligible to submit bids for contracts tendered by the Embassy of India, Thimphu and the Performance Security will be forfeited.

Place: _____

Date: _____

LETTER OF NOTIFICATION OF AWARD

Contract No. _____

Date: _____

To
[Name of the Supplier]

This is to notify you that your Tender dated [insert date] for the execution of the Work for supply of six (06) units of portable digital x-ray machines to the Embassy of India, Thimphu for the Contract Price of [insert Indian Rupees in figures and in words] as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Embassy of India, Thimphu.

You are requested to proceed with the execution of the Work on the basis that this Notification of Award shall constitute the formation of a Contract, which shall be binding upon you on furnishing a Performance Security and signing the Contract Agreement within a period of fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed:

**Head of Chancery
Embassy of India, Thimphu**

Date: _____

CONTRACT AGREEMENT

(On non-judicial stamp paper of INR 500/-)

THIS AGREEMENT is made on _____ 2021 between the Embassy of India, Thimphu, Bhutan (hereinafter referred to as “**the Buyer**”) of the one part and _____ (hereinafter called “**the Supplier**”) of the other part.

WHEREAS the Buyer is desirous to procure **six (06) units of portable digital x-ray machines** in accordance with all the requirements as set out in the contract.

AND WHEREAS the Supplier/s has submitted a tender and the Buyer has accepted the tender submitted by the Supplier/s for a total amount of **INR _____ (Indian Rupees _____ only)** towards basic price of six (06) units of portable digital x-ray machines, compliant with the extant norms/guidelines of the Royal Government of Bhutan.

Clearing & Forwarding and Transportation etc. charges for **delivery of the goods at Jaigaon (West Bengal, India) - Phuentsholing (Bhutan) border point**, if any, should be **included** in the bid itself.

The whole supply comprised in this Agreement shall be completed **within 60 days** from placing of the order.

Performance Security: The Supplier/s shall submit 3% of the tendered cost before the award of work in the form of a Bank Guarantee from a Nationalized Bank/Registered with the Royal Government of Bhutan valid for a period of 60 days beyond the date of the completion of all the contractual obligations of the Supplier/s under the contract and shall be discharged after completion of work.

Retention money: Retention Money amounting to 5% of the contract amount will be deducted from the invoice of the bidder and will be payable after expiry of warranty period of goods.

Liquidated Damages: In case of delay in delivery of the goods, if any, the successful bidder/s shall be liable to pay a penalty of 0.5% of the prices of any portion of stores delivered late, for each week or part thereof of delay shall be recovered.

Defect Liability Period: Goods to be supplied shall be under warranty period for at least **one (01) year** from the date of supply, against all manufacturing defects without any financial implication.

Payment Modalities: The price shall be quoted **excluding** Indian Excise, Bhutanese Customs and other duties. The Embassy of India, Thimphu shall issue the necessary letters to the concerned tax authorities of India and Bhutan regarding exemption from taxes and duties. Clearing & Forwarding and Transportation charges of the goods etc., if any, should be **included** in the bid itself. **NO INSURANCE, DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE EMBASSY UNDER ANY CIRCUMSTANCES.** Payment of basic cost of the goods shall be made through an SBI Cheque/bank transfer in favour of the Supplier drawn on the State Bank of India, payable at par anywhere in India after satisfactory certified delivery of the goods at

Jaigaon (West Bengal, India) - Phuentsholing (Bhutan) border point **or** payment may be released at different stages as per details given below:

- i. Up to 30% advance against Bank Guarantee of equivalent amount;
- ii. Up to 65% on delivery of goods at the destination on the India-Bhutan border point;
- iii. Balance 05% after completion of warranty period.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the terms and conditions of agreement hereinafter referred to.

2. The agreement shall consist of this signed Form of Agreement, and the following documents, all of which by this reference are incorporated herein and shall form part thereof:

- i. Notice Inviting Tender
- ii. Instructions to Bidders
- iii. Terms and Conditions of Contract
- iv. Technical Specifications
- v. Price Schedule
- vi. Notification of Award
- vii. Contract Form
- viii. Bid Security Declaration (Annexure IV)
- ix. Performance Security
- x. Addenda/Corrigenda, Explanatory notes, correspondences and/or minutes of meetings (If any)

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the terms and conditions of the tender document shall be final.

4. In consideration of the payment to be made by the Buyer to the Supplier/s as hereinafter mentioned, the Supplier/s hereby covenants with the Buyer to deliver the goods in conformity in all respects with the provisions of the agreement.

5. The Buyer hereby covenants to pay the Supplier/s in consideration of the supply and delivery, the price at the time and in the manner prescribed by the agreement.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day month and year written above, causing this Agreement to be executed in accordance with the laws of the Government of the country where the Supplier is registered as a corporate or private sector company.

Signed, Sealed, and Delivered at Thimphu by the said:

For and on behalf of
Embassy of India, Thimphu

For and on behalf of

**Head of Chancery
(Buyer)**

(Supplier)

Witnesses:

- 1.
- 2.

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp paper of appropriate value as per Stamp Act of respective state)

To,
The Head of Chancery
Embassy of India, Thimphu

BANK GUARANTEE NO:

DATE:

Whereas the Embassy of India, Thimphu located at Jungshina, Thimphu, Bhutan, P.O. Box. NO. 193 (hereinafter called the **“Buyer”**, which expression shall unless repugnant to the subject or context include its successors and assigns) having awarded a work order / contract / supply order No. Thi/Pol/103/01/20 dated ____ (hereinafter called the **“contract”**) to M/s _____ (hereinafter called the **“Contractor/Supplier”**) at a total price of INR _____ subject to the terms and conditions contained in the contract.

Whereas, the terms and conditions of the contract require the contractor to furnish a bank guarantee for INR _____ (Indian Rupees _____) being **3%** of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the **“Bank”**) do hereby unconditionally and irrevocably undertake to pay to the Buyer immediately on demand in writing and without protest / or demur all moneys payable by the contractor / supplier to the Buyer in connection with the execution / supply of and performance of the works / equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by the Buyer by reason of any breach by the contractor / supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by the Buyer to the bank. Any such demand made by the Buyer on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to INR _____ in the aggregate and the bank hereby agrees to the following terms and conditions.

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of the Buyer as specified above and shall be valid during the period specified for the performance of the contract.
- (ii) We, the said bank further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the contractor / supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

- (iii) This guarantee / undertaking shall be in addition to any other guarantee or security whatsoever the Buyer now or at any time have in relation to the performance of the works / equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the Buyer may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for the Buyer to proceed against the said contractor / supplier before proceeding against the Bank.
- (iv) This guarantee / undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Buyer in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier / contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Buyer in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Buyer in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this _____ day of _____ at _____

For and on behalf of Bank

WITNESS

1. _____

2. _____

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

To

The Head of Chancery

Embassy of India, Thimphu

Sir,

TENDER: _____.

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

No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

For and on behalf of Messrs. _____

(Name of Manufacturer / Principal)

DETAILS OF PARAMETERS
(To be submitted along with the Technical Bid)

SN	Parameter	Response of Bidder
1.	<p>Number of years of work experience in the government and/or private sector in the supply of portable digital x-ray machines and similar goods.</p> <p>[Attested copies of experience certificates, indicating cost of work orders, for completed work/ongoing work, to be submitted with the technical bid.]</p>	
2.	<p>Cost of work orders for the supply of portable digital x-ray machines and similar goods.</p> <p>[Attested copies of experience certificates, indicating cost of work orders, for completed work/ongoing work, to be submitted with the technical bid.]</p>	
3.	<p>Amount (in INR) of annual financial turnover during the last three financial years, ending 31st March of the previous financial year.</p> <p>[Annual financial statements for the last three years duly certified by a chartered accountant, to be submitted with the technical bid.]</p>	
4.	<p>Amount (in INR) of solvency.</p> <p>[Solvency certificate, duly certified by bank and not older than six months as on date of application, to be submitted with the technical bid.]</p>	
5.	<p>Percentage of local (read: Indian) content.</p> <p>[Certificate from the OEM indicating percentage of local (read: Indian) content and self-certification, including details of location at which the local value addition is made, to be submitted with the technical bid.]</p>	
6.	<p>Certificate, if applicable, of bidder being a Micro or Small Enterprise (MSE).</p> <p>[Documentary evidence of bidder being a Micro or Small Enterprise (MSE) (as defined in the Ministry of Micro, Small and Medium Enterprises, Government of India's Public Procurement Policy for MSEs Order, 2012 dated 23.03.2012), and the manufacturer of the offered product, to be submitted with the technical bid.]</p>	

*** Response of Bidder provided above to be supported with documentary proof as part of the Technical Bid.**