

**DR. Y.S. PARMAR GOVT MEDICAL COLLEGE,
NAHAN DISTRICT SIRMAUR (H.P).**

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**E-TENDER DOCUMENT FOR PROCUREMENT OF MACHINERY
& EQUIPMENT FOR RADIODIAGNOSIS DEPARTMENT
OF Dr.YSPGMC, NAHAN**

Ref. No.	:	E-tender/Micro
Publishing Date	:	29/09/2020
Bid Submission Start Date	:	30/09/2020 at 04:00 PM
Last Date of Bid Submission	:	20/10/2020 till 1:00 P.M
Bid Opening Date	:	20/10/2020 at 03:00 PM

**Tender documents may be downloaded from Tenders Himachal Pradesh site
<https://www.hptenders.gov.in>**

**Tender Document Fee = Rs. 2000/-(Two
Thousand only)**

E-tenders are invited for the supply of following machinery & equipment for Dr.YSPGMC, Nahan on the terms & conditions mentioned hereinafter.:-

Sr. No.	Name of the department	Name of the equipment	Earnest money	Specifications
1.	Radio diagnosis Deptt.	High end color Doppler Ultrasound	Rs. 1,00,000/-	Attached as Annexure 'IX'

1. General Instructions

- a. E-tenders in Two Bids (Technical/Techno Commercial & Financial/Price bid) basis are invited by the Principal, Dr. YSPGMC,Nahan from interested and eligible manufacturers or their authorized distributors/dealers, for providing machinery &equipment.
- b. Both techno-commercial and financial bid must be submitted online at Tenders Himachal Pradesh site <https://www.hptenders.gov.in> on or before 20/10/2020 upto 1.00 P.M. In addition, physical copy of the techno-commercial bid duly signed & stamped along with EMD/tender fee /MSME, NSCI registration etc. must be submitted in physical form in the office of the undersigned on or before 20/10/2020 upto 1.00P.M. The same must be submitted in properly sealed manner & super scribed as “ Tender for machinery and equipment for the Deptt. of Radiodiagnosis Dr.YSPGMC Nahan”. It must be addressed to the Principal, Dr.YSPGMC Nahan, and must contain the particular of the bidder in bottom left hand of the cover. Tenders without EMD/tender fee/MSME, NSCI registration and techno-commercial bid in physical form shall be rejected straight way.
NB:- Financial bid is to be submitted only in online mode. No physical copy of the same is to be submitted.
- c. The complete bidding process is online. Bidders should have possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above.
- d. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Tenders Himachal Pradesh Portal at <https://www.hptenders.gov.in>.
- e. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- f. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- g. Any future clarification and/or corrigendum(s) shall be communicated through the Public Procurement Portal for e Procurement at <https://www.hptenders.gov.in> or Dr.YSPGMC Nahan website: <https://www.yspgmc.org>. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only those bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.
- h. Bidder should necessarily enclose a covering letter mentioning index of documents submitted with proper numbering.
- i. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the

owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.

- j. The competent authority of Dr. YSPGMC, Nahan reserves all rights to accept or reject any/ all tender(s) without assigning any reason. Dr.YSPGMC Nahan also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- k. The bidder shall pay the respective amount of Bid Security (EMD) of the respective Machinery and equipment for which the bid is submitted by way of demand draft/FD in favor of “Principal, Dr.YSPGMC, Nahan” drawn on any Nationalized Bank/ Scheduled Bank and payable at Nahan and must be valid for (6) six month. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.

2. ELIGIBILITYCRITERIA

- a. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying Hospital Equipments.
- b. Average Annual turnover of the bidder (who is not a manufacturer) in the last three financial years i.e., 2017- 18, 2018-19 & 2019-20 shall not be less than Rs 50Lac.
- c. Manufacturer participating as bidder should have an average Annual Turnover of Rs 5 (Five) Crores in the last 3 years i.e., 2017- 18, 2018-19& 2019-20.
- d. Manufacturers from whom Hospital Equipments will be procured should posses valid ISO 9001:2008 Certification valid for last three years issued by the competent authority. Equipments having European Union CE/USFDA/BIS/CDSCO certification shall only be considered. In case BIS standards certificate is tendered the bidder must ensure that it is for the concerned equipment only.
- e. The Bidder must have valid GST/Services Tax Registration and PAN number allotted by the respective authorities.
- f. Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting.

3. TECHNO-COMMERCIAL BID-

The Bidder should furnish the following documents as part of the technical bid.

A. Earnest Money Deposit:-

The bidder shall pay the respective amount of Bid Security (EMD) of the respective Machinery and equipment for which the bid is submitted by way of demand draft/FD in favor of “Principal, Dr.YSPGMC, Nahan” drawn on any Nationalized Bank/ Scheduled Bank and payable at Nahan and must be valid for(6) six month. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by the Bidder.

B. Constitution of Company of Bidder:

Documentary evidence regarding constitution of the company /concern such as Memorandum of Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

C. Power of Attorney of Bidder:

Attested photocopy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

D. Undertaking of Bidder:

Undertaking in the form at Annexure-I

E. Manufacturer's Authorization

Authorization letters from all the manufacturers concerned in the format at Annexure -II. Bids without authorization letters will be disqualified.

F. European Union CE/USFDA/BIS/CDSCO Certificate

Attested photocopy of European Union CE/USFDA/BIS/CDSCO Certificate for the equipment on the date of tender. Latest standardization certificate be attached in r/o of the machinery/equipment. In case such certification is not relevant for a particular item the same may be indicated.

I. Annual Turnover :Annual turnover statement of bidder/manufacturers for 3 years i.e., 2017-18, 2018-19& 2019-20 in the format given in Annexure-III certified by the Auditor/Chartered Accountant.

J. GST Certificate & PAN Card of Bidder:

GST Certificate and PAN card of the bidder must be attached. An undertaking duly attested must be given by the tenderer stating that no tax liability is pending against the tenderer or the firm to the Income tax deptt or any other deptt of State Govt. or the Govt. of India.

K. Undertaking for providing of logo of Bidder:

Undertaking (as per Annexure-IV) for embossment of Dr. YSPGMC logo on all items.

L. Technical Compliance Statement

The bidder shall furnished technical compliance statement as per Annexure V.

M. Undertaking on Fraud & Corruption of Bidder:

Undertaking on fraud and corruption in the format at Annexure-VI by bidder/manufacturer.

N. Non Blacklisted Entity:-

Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting. An Undertaking to this effect must be given by the manufacturer and bidder (incase bidder is not manufacturer) in the shape of a sworn affidavit.

O. Agreed Terms & Conditions of Bidder:

Agreed Terms & Conditions as per Annexure VII.

P. Warranty / Guarantee: An undertaking that the Warranty/guarantee terms mentioned in para -8 of the bid document are acceptable to the tenderer. Such an undertaking is required from both the bidder and manufacturer (In case the bidder is not the manufacturer)

Q. Comprehensive Maintenance Contract (CMC):- An undertaking that the CMC terms mentioned in para - 8 of the bid document are acceptable to the tenderer. Such an undertaking is required from both the bidder and manufacturer (In case the bidder is not the manufacturer). Such undertaking need not be furnished for items which CMC cost is not required to be enter in the BOQ format as part of financial bid.

R. Signature & Seal on each page

The tender document signed by the Bidder in all pages with office seal.

S. Checklist of documents

A Checklist (Annexure-VIII) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure-VIII and should be securely tied or bound.

4. PRICEBID

- Price bid of the tender should be submitted only in online mode in the prescribed format of BOQ.
- The bid should contain both the initial cost of the equipment as well as years wise CMC cost for 5 years after the warranty period.
- The rates should be quoted in Indian Rupees only.
- The rate quoted shall be inclusive of excise duty, all taxes, packaging charge, freight, Insurance etc. The component of GST should also be shown separately.
- Optional items shall not be taken into account for the finalization of the total cost and evaluation of the price bid.

5. OPENING OF TECHNICAL AND PRICEBID

- A. All bidders are entitled to be present at the date and time of opening of Technical Bid.
- B. Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid of the tender. The price bids of tenderers not found technically qualified shall not be opened.

6. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 180 days after opening of Technical Bid. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

7. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least one year from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

8. Warranty and CMC Conditions:-

- a. All quoted items should have warranty for a period of 5 years from the date of installation followed by Comprehensive Maintenance Contract for a period of 5 years after warranty/guarantee period. All expenses related to the maintenance of the equipment during warranty as well as CMC period including all spares, durable/non-durable consumables, labour charges, import charges etc. except patient related consumables will be the sole responsibility of the supplier.
- b. The firm will have to guarantee an uptime of 95 % during warranty period and also during comprehensive maintenance contract period. The unit should remain functional for 95 % of working days in a calendar year of 365 days i.e the machine should be functional for 345 days out of 365 days. The penalty for down time shall be imposed @Rs.2000/- per day or part thereof beyond this permissible down time limit.
- c. In situation of malfunctioning of equipment or it being non-functional, the equipment should be repaired/made properly functioning to the satisfaction of the end user within 96 hrs of making a complain to the company, failing which a penalty @Rs.100/- per hour shall be imposed. If it is not possible to repair the equipment then a properly functioning equipment of the same or the higher model should be made available for the period for which equipment is non-functional

- 9. Other Conditions:-**
- a. **Items details &Quantity:-**
The detailed specifications and the Quantity of the items are shown at Annexure-IX
- b. **Firm Rates**
Firm Rates (inclusive of Excise Duty, transportation, insurance, Packaging, Installation & Training at Site Charges and any incidental charges) should be quoted for the Equipments on door delivery basis. Tender for supply of equipments with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.
- c. **Controlled Price/MRP**
The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.
- D. **No Revision/Correction of Rates**
No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.
- e. **Firm Delivery Schedule**
Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS ANDWHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and will be summarily rejected.
- f. **Execution of Order**
Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.
- g. **Inspection**
Tender Inviting Authority or his authorized representatives have the right to inspect the equipments offered by the bidding entity which shall be arranged by the bidder at their own cost.

10. ACCEPTANCE OF TENDER

- a. **Tender Evaluation**
The price bids shall be evaluated by combining the initial cost with the total cost of annual CMC. The CMC charges quoted shall be discounted @8% to arrive at the present value of the offer which shall be added to the initial cost to arrive at the consolidated offer of the tenders as explained in the following illustration:-

If the initial cost of equipment is quoted as Rs 10000/- and the CMC from 6th year onward is quoted as Rs 1000 per year upto the 10th year, the present value of the future payments will be calculated as follows:-

Year of Operation of Equipment	Quoted amount CMC	Present value of the quoted CMC amount	Formula Used for calculating Present Value= Future Cost/(1+8%) ⁿ where n=completed years of operation
6 th	1000	680.58	1000/(1.08) ⁵
7 th	1000	630.17	1000/(1.08) ⁶
8 th	1000	583.49	1000/(1.08) ⁷
9 th	1000	540.27	1000/(1.08) ⁸
10 th	1000	500.25	1000/(1.08) ⁹
	Total Present Value of Quoted CMC amount	2934.76	

Therefore the total value of the offer will be calculated as:- 10000(Initial cost of Equipment)

+

2934.76(Total Present Value of Quoted CMC amount)

= Rs. 12934.76/-

Conditional discounts shall not be taken into account for price comparison.

b. Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject the whole tender for the supply of the Equipment tendered at any point of time without assigning any reason.

c. Tender Acceptance

The acceptance of the tenders will be communicated to the successful bidders in writing.

11. AGREEMENT

The successful Bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

12. NON ASSIGNMENT

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

13. COMMUNICATION

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode or sent to his e- mail address.

14. SECURITYDEPOSIT

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 10 % of the order value(Initial cost only) in the form of bank guarantee/FDR from any Indian nationalized bank in favour of the Tender Inviting Authority valid for a period of 5 years from the date of order. However, if

the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee/FDR shall be encashed and the amount will be forfeited. The Bank Guarantee/FDR shall be released in five equal installments. The first four equal installments will be released on yearly basis at the end of first four year of satisfactory performance of the equipment. The last installment will be retained as security for CMC which will be released on satisfactory completion of CMC period.

15. SUPPLYCONDITIONS

a. Purchase Order

Purchase order will be placed on the successful Bidder at the discretion of the Tender Inviting Authority.

b. Specifications & Quality

The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender document.

c. Delivery Period

The supply should be received, installed and commissioned within 90 (Ninety) days from the date of purchase order as mentioned in the P.O, unless otherwise specified in the order.

d. Delivery Point/Destination

The items shall be delivered at the HOD Concerned/Medical Superintendent/Storekeeper, Dr. YSPGMC Nahan Himachal Pradesh.

e. Penalty for Delayed Delivery

- i. In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 1% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- ii. Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

f. Alternative Purchase

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items of Equipment for which the purchase orders have been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

g. Shortage and Damage

It shall be the responsibility of the successful Bidder for any shortages/damage sat the time of receipt in Institution. Tender Inviting Authority is not responsible for the items received, for which no order is placed.

16. FORCEMAJUERE

The above conditions of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood,

earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

17. FRAUD & CORRUPTION:

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices-

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

18. LOCAL CONDITIONS:

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

19. LOGOGRAMS

Logogram means, wherever the context occurs, the design as specified in Annexure-IV.

- a. Tenders for the supply for equipment, shall be considered only if the Bidder gives undertaking in his tender that the items will be supplied with the logogram either printed or embossed or affixed as per the design at Annexure-IV.
- b. All items have to be supplied in standard packing with printed logogram. Affixing of stickers and rubber stamps shall not be accepted.
- c. Failure to supply equipment, with the logogram will be treated as breach of the terms of agreement.

20. PAYMENT PROVISIONS

- A. Payments towards the supply of equipments will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of RTGS in favor of the supplier.
- B. On completion of supplies of ordered quantities bills/ Invoices along with installation reports should be raised in triplicate in the name of the Tender Inviting Authority with address.
- C. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the

Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.

- D. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 15 e will be applicable.

21. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESHAWARD

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

22. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to the arbitration of the Director, Medical Education and Research, Shimla or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of Deptt. Of Health & Family Welfare, H.P. The award of the arbitrator shall be final, conclusive and binding on all parties.

23. SAVINGCLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

24. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Himachal Pradesh only

s/d

Principal

Dr.YSPGMC Nahan

UNDERTAKING

To

Tender No. _____

For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____ do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of Principal, Dr.YSPGMC, Nahan to supply the machinery & equipment. The rates quoted by me/us for the said tendered items are specified in the price bid. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution.
4. The decision of the Office of the Principal, Dr.YSPGMC, Nahan (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
 - a) Authorization from Manufacturer: We shall furnish authorization from the manufacturer/legally enforceable undertaking to the Purchaser in appropriate format listing obligations valid for a period of 5 years from the date of supply of the supplied equipment.
5. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and SECURITY DEPOSIT & PERFORMANCE GUARANTEE shall be forfeited by us.
6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items or delayed maintenance thereof during the warranty and CMC period as per the terms of tender contract.
7. We agree to accept the amount of the bill to be paid by the purchaser after completion of

all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.

8. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
9. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
10. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
11. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME&DESIGNATION :

DATE :

NAME &ADDRESS OF THE FIRM :

MANUFACTURER'S AUTHORIZATION FORM

NO.

DATED

To,

The Principal,
Dr. YSPGMC,
Nahan H.P

Tender No.

Dear Sir,

We _____ who are established and reputable manufacturers of _____ having factories at _____ registered office at _____ Possessing manufacturing license(SSI)No. _____ dated _____

Valid up to _____ here by authorize _____ (name and address of representative and firm), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.
- 3.

SIGNATURE :

NAME&DESIGNATION :

DATE :

NAME &ADDRESS OFTHEMANUFACTURER :

ANNUAL TURNOVER STATEMENT OF THE BIDDER/MANUFACTURER

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Rs Lakhs
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	2019-20	
Total		- Rs _____ Lakhs

Date :

Seal :

Signature of Auditor / Chartered Accountant
(Name in Capital Letters)

Tender No:

UNDERTAKING FOR EMBOSSEMENT OF LOGO

We M/s Do hereby declare that, if favored with an order, we will supply the ordered ITEMS embossed with Dr. YSPGMCLogo as per instructions given in this regard.

SIGNATURE :

NAME&DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :



Tender No. _____

Technical Compliance Statement for Machinery & equipment as per Annexure-IX

Sl. No	Technical specification as per tender document.(As per annexure IX)	Technical specification quoted	Diviation if any

****Items with quantity should be quoted as per tender technical specifications.

SIGNATURE :
 NAME&DESIGNATION :
 DATE :
 NAME &ADDRESS OFTHEFIRM :

UNDERTAKING ON FRAUD & CORRUPTION

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of ordered items under tender reference no we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :
NAME&DESIGNATION :
DATE :
NAME &ADDRESS OFTHEFIRM :

AGREED TERMS & CONDITIONS

Tender No. & Date_____

A. Details of

Bidder Bidder

Name:

Offer Ref:

Contact Person:

TelephoneNo:

Signature:

FaxNo:

E-mail:

B. Definitions

1. "Purchaser" means the Principal, Dr.YSPGMC, Nahan or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document. Confirm that the quality will be as per technical requirements.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished.	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	

2.	Confirm that the quoted landed price per kit is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, GST.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and GST as %age of basic price to arrive at landed price in D2 above.	
4.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delay sattri but able to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value beyond the mandatory delivery period i.e three months from the date of purchase order.	
9.	Confirm acceptance of Delivery Period as indicated under clause 15 c of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc. are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/ unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 10 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of five years from the date of order.	

16.	Confirm acceptance of the warranty and CMC terms & conditions as mentioned in bid document	
17.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
18.	Confirm that Road Permits for dispatch of materials will be arranged by Supplier.	

19.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
20.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	Confirm that the offer shall be valid for a period of 12 months from the date of bid opening.	

SIGNATURE :

NAME&DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

Tender No. & Date _____

Annexure-VIII

**CHECK
LIST**

SI No.	Cover A	Yes	NO	Page No.
1.	EMD/tender fee in the form of DD/FDR submitted			
2.	Documentary evidence for the constitution of the company/concern			
3.	Attested/notarized copy of valid European Union CE/USFDA/BIS/CDSCO Certificate.			
4.	Attested/notarized copy of valid ISO 9001:2008 Certificate.			
5.	Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to sign the tender documents.			
6.	Detailed specifications & dimensions of each item along with catalogue, drawings etc.			
7.	Undertaking in the form at Annexure-I			
8.	Authorization from Manufacturer to the bidder as per Annexure -II			
9.	Annual Turnover Statement for 3 years as per Annexure – III			
10.	Copy of GST and PAN card			
11.	Duly attested undertaking by the tenderer stating that no tax liability is pending against the tenderer or the firm to the Income tax deptt or any other deptt of State Govt. or the Govt. of India.			
12.	Technical Compliance Statement as per Annexure V			
13.	Undertaking for Embossment of Logo as per Annexure –IV			
14.	Undertaking on fraud and corruption as per Annexure –VI			
15.	Agreed Terms and conditions as per Annexure – VII			
16.	Undertaking regarding acceptance of warranty terms			
17.	Undertaking regarding acceptance of CMC terms			
18.	Signature and seal on each page of Tender Document			
19.	Affidavit to the effect that the manufacturer/Bidder has not been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization.			

Specification of High end color Doppler Ultrasound (Annexure-‘I’)

1. The system should be latest state of the high-end with full digital technology and should be for the whole body application which would includes abdominal, peripheral vascular, small parts imaging such as Thyroid, Intra-cavity application, etc. system should be trolley mounted.
2. The system should incorporate facility for high resolution 2D,3D,4D, M-mode, PW, HPRF PW, COLOR Doppler imaging, power Doppler imaging, Duplex & Triplex imaging modes. The system should be capable of simultaneous dual display of B- mode.
3. All transducers should have board bandwidth technology for extremely high resolution imaging,. Frequency range of transducers should be 2-17 MHz or more. All transducers should have multi frequency selection (Preferably more than three).
4. The system should have 55000 or more digital acquisition channels and the system should have 256 Grey scale or more.
5. The system should have a scanning depth of 28 cms or more.
6. The system should have a high dynamic range more than 180db.
7. The system should be able to support at least 3 transducers with universal ports allowing electronics switching between transducers.
8. The system should support convex, linear, sector & electronic volume probes.
9. The system should have a very high acquisition frame rate of at least 600 frames per second in B mode and more than 200 fps in/ color mode.
10. The system must have integrated high- resolution TFT/LCD/Single monitor of 19 inches or more with tilt and swivel facility.
11. The system should have tissue harmonic imaging & should be available in convex, linear, sector & volume probes.
12. The system should be able to work in combined mode of Harmonic imaging and real time compound imaging to get excellent image quality. The system shall offer tissue harmonic imaging in power Doppler imaging mode.
13. The system should have contrast harmonic imaging and should have optimization setting to detect the contrast agents.
14. The system should have real time frequency and spatial compound imaging technology with multiple lines of sight to obtain the image at real time frame rates for improved visualization and better image quality.
15. The system should have image processing algorithms to analyse between targets and artifacts to as to sharpen target anatomy and reduce the speckle and artifacts for improved image quality.
16. The system should have a full alphanumeric keyboard/touch screen.
17. The system should have cine loop review facility in individual and mixed modes cine loop greater than 4000 frames and greater than 30 seconds of spectral Doppler and M mode. System should have 500 GB or more HDD.
18. The system should have the facility of digital storage and retrieval of B/W and color image data on built-in CD/DVD Drive.
19. Power Doppler angio for perfusion studies should be available for visualization of flow in small vessel and system should be able to acquire flow in small blood vessels at very high frame rate.
20. The system should have automatic gain and STC/TGC controls in B-mode and velocity range and base line shift for Doppler through one touch operation.
21. The system should have trapezoidal imaging and streable imaging for 2D image, color box & Doppler with linear probe. Please mention the angle of streering for 2 D & color box.

22. The system should have panoramic imagin.
23. The system should be DICOM ready.
24. The system should have advanced 3D imaging package with the following:
 - a) Multi planner views (MPR)
 - b) Surface & volume rendering.
 - c) 3D grey scale (B-mode).
 - d) 3D power angio mode & 3D color Doppler mode.
25. The system should have advanced 4D imaging package such as live 4D, single sweep, multi-view (CT slice technology), cavity mode etc. and system should be able to support all type of volume probes such as convex volume and TVS volume probe.
26. The system should have automatic real time quanification of Doppler parameters like velocity, frequency, time heart rate, slope, slow volume, pulsatility index, resistivity index, peak velocity, average volume, point value, area and diameter flow volume etc.
27. The system should have extensive calculation software package for general measurements, OBG, GYNAE, vascular, small parts & cardiac application.
28. Contrast ultrasound capability (CEUS) with time intensity curve graphs.
29. Machine should have shear wave elastography with facility of quanification with linear, transvaginal & convex probes for evaluation of liver, thyroid, prostate, breast and others.
30. Fusion and GPS
 - A) The system shall provide a volume navigation tool which allows fusing real time ultrasound image with image acquired from other imaging modalities such as CT and MR
 - B) DICOM datasets from those modalities can either be retrieved via the DICOM Q/R Function or via DISCOM media (eg. USB devices)
 - C) Registration of those data sets and the real time ultrasound image is achieved by using anatomical landmarks.
 - D) The registration is done by either plain registration or by marking multiple points within the volume.
 - E) Tracking of the ultrasound transducers movement in space is done via a magnetic sensor system.
 - F) The tracking system shall incorporate two magnetic sensors in order to increase registration accuracy.
 - G) Potential magnetic distortion is indicated on the system monitor.
 - H) Image fusing should be possible.
 - I) The system shall be capable to operate in B mode and color flow mode while performing a fusion.
 - J) The system should be capable of displaying biopsy lines (for all transducers) while performing a fusion.
31. Equipment with above mentioned features to be offered wit following board bandwidth probes & accessories:
 - a) Broad band convex array transducer with frequency ranges 2-5 MHz. or better.
 - b) Broad band linear array probe with frequency range 7-17 MHz. or better.
 - c) Broad band transvaginal/transcretal probe with frequency range 5-9 MHz. or better.
 - d) Convex volume probe with frequency range 2-6 MHz. or better.
 - e) Color laser printer.
 - f) B &W thermal printer with 100 high density paper rolls.
 - g) 2.0KVA on line UPS for complete unit with 30 min. backup.

32. Please attach the original manufacture's product catalog and datasheets. Photocopied, computer generated catalogue and datasheet will not be accepted.
33. Five years complete warranty for the entire equipment, probes and accessories which should include service as well as parts with 98% uptime. In case of down time exceeding 2% it will be extended by double the down time.
34. Five years CMC after the expiry of the warranty also to be quoted covering te complete system for which order is placed.
35. The quoted model should be USFDA and European CE approved product.
36. The shot listed bidders will have to give demonstration of their quoted model before finalizing the evaluation of their bids.
37. Principal vender to provide undertaking with regard to providing maintenance/ service and availability of spares for 10 years for the equipment in case local vendor changes.

Certification:

1. Offered model should be European CE and USFDA approved. Copy of certifications should be submitted with bid.

Training:

1. On-site training of all faculty members for 2 weeks at the time of installation and also for another 2 weeks after 2 months of installation.
2. Turnkey will be added later when the space for installation of equipment will be available.