

Tender

For

Static Ultrasound Scanner with Doppler Function

At

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admin/General/80/2013-AIIMS.JDH.

NIT Issue Date : July 17, 2013.

Last Date of Submission : August 08, 2013 at 3:00 PM.



**All India Institute of Medical Sciences, Jodhpur**

Basni Phase - II, Jodhpur – 342005, Rajasthan

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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders for supply & installation of the following items at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

S.No.	Item Description	Quantity
1.	Static Ultrasound Scanner with Doppler Function	2

(Refer Details as per Annexure-'I')

Quotation should be sealed and super-scribed with tender number and address to:

“Administrative Officer  
All India Institute of Medical Sciences, Jodhpur  
Basni, Phase-II  
Jodhpur-342005, Rajasthan”.

The sealed quotations should reach the Institute, latest by August 08, 2013 at 03:00 PM and it will be opened on same day at 05:00 PM in the Project Cell, Resident Complex, AIIMS, Jodhpur of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

### **Terms & Conditions:**

- 1. Preparation and Submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "**Technical Bid for Tender for Supply of Static Ultrasound Scanner with Doppler Function**" and "**Financial Bid for Tender for Supply of Static Ultrasound Scanner with Doppler Function**". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "**Tender for Supply of Static Ultrasound Scanner with Doppler Function.**"
- 2. Tender Fee:** The non-transferable tender document can be downloaded from the official website of the AIIMS, Jodhpur i.e. [www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in) and should be accompanied by the tender fees of Rs. 2000/- as Bank Demand Draft in favour of "AIIMS, Jodhpur" payable at Jodhpur.
- 3. Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand only) by way of demand drafts only. The demand drafts shall be drawn in favour of "**All India Institute of Medical Sciences, Jodhpur**". The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid.

The EMD of the successful bidder shall be returned after the successful completion of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.

The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with)

### **Bid Prices**

- A. IN CASE OF IMPORT, THE TENDERERS ARE REQUIRED TO QUOTE ONLY **F.O.R. PRICE For AIIMS, JODHPUR**. THIS CONDITION SHOULD BE STRICTLY ADHERED TO FAILING WHICH THEIR TENDER WILL BE SUMMERLY REJECTED.
- B. The bidder shall indicate on the Price Schedule (Annexure-III) attached to these documents the Unit Prices and the total Unit Prices of the goods it proposes to supply under the Contract in the following manner:
- C. The price for each item should indicate all-inclusive lump sum price offered for each item including cost of the item, freight, insurance, transit insurance, packing, forwarding, sales tax, excise duty, VAT, Octroi etc. and including charges for installation and commissioning with men and material required for the same and including charges for the quoted warranty period. The all-inclusive lump sum price should be on F.O.R. AIIMS, Jodhpur. No other charges in addition will be payable on any account over the above the lump sum price quoted. Offers with price variation clause will not be accepted.  
The rates quoted in ambiguous terms such as "Freight on actual basis" or "Taxes as applicable extra" or "Packing forwarding extra" will render the bid liable for rejection irrespective of its graduation in respect of lump sum prices quoted.  
In price bid, cost of the items must be quoted in India Currency (INR).

4. **Validity:** The quoted rates must be valid for a period of six month 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 tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

5. The scope of work shall include Supply, Installation, Commissioning and Satisfactory Demonstration. This will also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of the equipment and materials providing warranty of services and operation and maintenance of other related equipment / items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.

### **6. Delivery, Installation and Commissioning**

**The equipment should be new and unused. The manufacturing date should not be earlier than 180 days when it would reach the consignee address.**

The installation, testing and commissioning of the proposed system shall be completed within 3-4 weeks from the date of receipt of equipment at AIIMS, Jodhpur, failing which necessary action as deemed fit under rules, will be taken against the defaulter.

## 7. Inspection and Tests

The Purchaser shall have the right to inspect and / or test the equipment for conformity to the Contract Specifications.

- In case any inspected or tested equipments fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected equipments or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- The supplier shall provide installation and standard tests for the individual equipment before the delivery of the system at site.
- The technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works.
- Acceptance Test at site shall be conducted of individual equipment and complete system to ensure that individual equipment and complete system meets the technical specifications and other operational and technical requirements of tender.
  - The Purchaser shall have the right to reject any individual equipment or complete system, if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the purchaser in this regard shall be final.
  - The delivery, installation or commissioning shall not be deemed to have been completed unless all the equipments and systems are accepted by the purchaser.

## 8. Spare Parts

- a. The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all items / equipments and the complete system for at least ten years on a continuing basis. However, this does not relieve the supplier of any warranty obligations under the Contract.
- b. The Bidder shall include in his tender, the details of essential spares, their quantity and unit prices as per schedule of requirements. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be given.
- c. In addition to the essential spares, Bidder shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the systems for a period of 5 years, after the completion of warranty period, to ensure that the quality and reliability objective is achieved. The details on which unit price and the total cost or recommended spares is based shall be included in the tender as an option. However, the cost of such recommended spares shall not be considered for tender evaluation.

## 9. Warranty

- a. Complete system, all other components, accessories, etc. (wherever applicable) should have comprehensive (labour & spares) onsite-warranty for five years; commencing from the date of issue of installation certificate by the institute.
- b. This service contract must cover all spare parts. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual Quality Assurance session performed by Service Engineers properly trained at the factory.
- c. During the warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. In case the down time exceeds the 5% limit, penalty of extension of warranty period by two days for each additional day of down time will be enforced.

- d. **The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.** The price comparison shall be made taking into account on basic price and post - warranty CMC.
- e. Post guarantee annual comprehensive maintenance contract (CMC) to cover main equipment (wherever applicable) and all accessories supplied with the unit should be quoted separately for additional five years with year-wise break up. The cost of the CMC for each item year-wise for 5 years after 5 years Warranty should be given in the Price Bid only. Comprehensive Maintenance Contract rates should be quoted inclusive of spares. The tender will not be considered without offer of CMC. Conditional CMC will not be accepted. For awarding of contract CMC cost will be considered.
- f. All updates related to the safety and reliability of the system shall be made available free of charge during both the warranty period and during the service contract. The Tenderer must make available any and all software and hardware upgrades released during the warranty & services periods, free of charge.
- g. Incremental Cost (if any) for, up- gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
- h. The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within one day's notice.
- i. If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- j. If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
- k. All faults appearing and their rectification shall be periodically advised to the institute the period being not more than a month.
- l. Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- m. The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.

**10. Uptime guarantee:** The firm should provide uptime guarantee of 95%

**11. Downtime penalty Clause**

- a. 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 guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handling over the unit to the Institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.
- b. 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.

**12. Incidental Services**

- a. The supplier is required to provide Hardware and Software up-gradation from time to time, at mutually agreed terms. During warranty all Software updated version / up-gradations are expected to be provided at free of cost to Purchaser.
- b. Further, any bugs / shortcomings detected by the purchaser / user as well as the supplier himself shall be rectified at free of cost to purchaser beyond warranty period.

**13. Site Preparation**

- a. The site for installation of the equipment shall be provided by the purchaser as per the required specification and environmental conditions before the installation of System. The vendor will be eligible to inspect the proposed site after obtaining permission. Care must be taken to address placement of the equipment and siting.
- b. Site Plan and System layout plan or other related works shall be prepared by the supplier.

**14. Performance Security:** The supplier shall require to submit the performance security in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Nationalised Bank for an amount of which is equal to the 10% of the order value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, Including CMC period.

**15. Purchaser's Right to Vary Quantities at the time of Award**

The Purchaser reserves to right to vary the quantities and / or services and / or split the order among the selected Bidders.

**16. Purchaser's Right to accept any Bid and to reject any or all bids**

The Purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at anytime, without assigning any reason, prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

**17. Property Rights**

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license of industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.

**18. Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS, Jodhpur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

- 19. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if it thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
- 20. 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 AIIMS, Jodhpur in that event the security deposit shall also stand forfeited.
- 21. 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 AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.
- 22. 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 act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other 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 other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.  
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 option to terminate the contract.
- 23. Liquidated Damages**
- (i) The date of delivery of the store, stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of this right to recover liquidated damages under clause (ii) below.
- (ii) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1 % of the value of delayed supply for a period up to 4 (four) weeks and thereafter at the rate of 10 % of the value of the delayed supply for another 4 (four) weeks of delay. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

**24. Satisfactory Installation:**

Satisfactory installation / commissioning and handling over of the equipment mean the faultless functioning of the equipment for a minimum period of 30 days after satisfactory installation.

**25. Payment terms**

- a. 70% payment shall be released against receipt and inspection of equipment / goods at AIIMS, Jodhpur.
- b. Balance 30% of payment will be made after one month of installation, successful commissioning and functioning of equipment / goods, following the issue of installation certificate and after the submission of the performance security.

26. The tenderer is also required to submit performance report from other similar organizations where the firm is registered for supply and erection of similar projects of hospital equipments / system. He will also submit list of organizations where the System has been installed by the firm in the last two years.

27. The tenderer has to give a certificate that the firm has not been blacklisted in the past by any Institution - Government / Private.

28. If the tenderer gives a false statement on any of the above information the firm / supplier will not be considered and their quotation / tender shall be rejected and the security deposited shall be forfeited.

29. 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.

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

31. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer

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

**33. Applicable Law:**

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.

**Annexure-I**

<b>S.No</b>	<b>Item</b>	<b>Specifications</b>	<b>Qty.</b>
1	<b>Static Ultrasound Scanner with Doppler Function</b>	<p><b>Specifications for Ultrasound and Colour Doppler unit</b></p> <ol style="list-style-type: none"> <li>1. Fully digital stand alone ultrasound machine with provision for Doppler examinations.</li> <li>2. Minimum grey scale resolution to be 256 with 17000 or more digital processing channels.</li> <li>3. Maximum scanning depth to be 30cm or more.</li> <li>4. The system to have a dynamic range of 180 decibels or more.</li> <li>5. The system should be able to support at least 3 transducers with universal ports allowing electronic switching between transducers.</li> <li>6. All transducers should have broad bandwidth technology for extremely high resolution imaging. Frequency range of transducers should be 2-12 MHz or more. All transducers should have multifrequency selection (preferably not less than three).</li> <li>7. The system should support Convex, Linear, Sector &amp; Mechanical Volume Probes.</li> <li>8. The system should have a frame rate of at least 600 frames per second (fps) in B mode and more than 300 fps in /Colour mode.</li> <li>9. The system should have Tissue Harmonic imaging available with all probes. The system should offer Tissue Harmonic Imaging in Power Doppler Imaging mode.</li> <li>10. The system should have an ergonomic full alphanumeric keyboard.</li> <li>11. The System must have integrated high - resolution TFT/LCD/Single monitor of 17 Inches or more with tilt and swivel facility. The tilt and swivel angles should be specified.</li> <li>12. The system should have cine loop review facility of not less than 60 sec</li> <li>13. System should have 120 GB or higher capacity HDD.</li> <li>14. The system should have the facility of digital storage and retrieval of B/W and colour image data on built-in CD/DVD Drive. Provision for USB port and LAN transfer of data should also be present.</li> <li>15. The system should have trapezoidal imaging and steerable imaging for 2D image and for the Colour box with linear probe. Please mention the angle of steering for 2D &amp; Colour Box. Equipment with above mentioned features to be offered with following broad bandwidth probes &amp; accessories: <ol style="list-style-type: none"> <li>a) Broad band convex array transducer with frequency range 2-5 MHz. or better.</li> <li>b) Broad band linear array probe with frequency range 7-12 MHz. or better.</li> </ol> </li> </ol>	2

		<p>c) Broad band endocavitary (transvaginal/transcervical) probe for gynaecological and urological applications with frequency range 5-9 MHz. or better. Single angle reusable biopsy guide should be available in the open market for this probe.</p> <p>d) Colour Laser Printer.</p> <p>e) B &amp; W thermal printer with 10 high density paper rolls.</p> <p>f) 2.0 KVA on line UPS for the entire unit with 30 min. backup.</p> <p>16. Five years comprehensive warranty for the entire equipment, probes and accessories.</p> <p>17. The shortlisted bidders will have to give demonstration of their quoted model before finalizing the evaluation of their bids.</p> <p>18. Rates for comprehensive maintenance contract CMC (including all spares and labour) for 5 years, after expiry of the five years warranty period, must be quoted separately.</p> <p>19. List of users in India should be enclosed along with the tender.</p> <p>20. The unit should be United States Food and Drug Administration (FDA) and Conformité Européenne (CE) approved.</p> <p>21. Photocopy of purchase order along with terms and conditions of contract received from twenty Govt / Public Sector institution / private teaching college of repute in the last two years for supply of the offered equipment must be enclosed with the price bid.</p> <p>22. Company should have an established Registered Service Centre with address and phone numbers at Delhi/Rajasthan.</p> <p>23. Company should give undertaking regarding the spares availability of the quoted model for next ten years.</p> <p>24. The bidder should enclose the original product data sheet, brochure and compliance sheet, without which the bid will be rejected. Computer generated data sheet and brochure will not be accepted. The serial number of specifications must be indicated against the relevant portion of the compliance sheet and data sheet.</p>	
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**Annexure-II****Inviting of sealed quotations for Supply and Installation of Static Ultrasound Scanner with Doppler Function in the Department of Radiology at AIIMS, Jodhpur****TECHNICAL BID**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone & Mobile No.	
Name and address of service centre nearby Jodhpur.	
Whether the firm is a registered firm Yes/No (attached copy of certificate)	
PAN No. (enclose the attested copy of PAN Card)	
Service Tax No. (enclose the attested copy of Service Tax Certificate)	
VAT No. (enclose the attested copy of VAT Certificate)	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque of Rs.1,20,000/- as Earnest Money Deposit.	
Whether the Firm/Agency has signed each and every page of Tender/NIT	
Please provide full list of consumables.	
Any other information, if necessary	

Authorized signatory of the bidder with seal.

**Annexure-III****Format for Financial Bid**

(To be submitted on the letterhead of the company / firm)

<b>S.No</b>	<b>Name of Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Vat/Taxes</b>	<b>Amount</b>
1.	Static Ultrasound Scanner with Doppler Function	2			
2.	CMC Charges (after 5 year warranty)				
	<b>Grand Total</b>				

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the bidder with seal.