

TERMS AND BID DOCUMENT

M/S _____

Receipt No. _____

Date:- _____

**FOR
SUPPLY OF
PREMIUM MOBILE C-ARM**

DUE ON 14-11-2011

**LAST DATE
FOR RECEIPT OF BID
UPTO 1 PM ON 14-11-2011**

**BID OPENING ON
14-11-2011 AT 3:00 PM**

**PRINCIPAL
INDIRA GANDHI MEDICAL COLLEGE,
SHIMLA**

INDIRA GANDHI MEDICAL COLLEGE, SHIMLA

No. HFW(MCS)G(H)2-5/11-(Pur)-(Cardio)-19895 Dated:12-10-11

TENDER NOTICE

Properly sealed tenders are invited for the supply of Premium Mobile C-Arm to Cardiology department of Indira Gandhi Medical College, Shimla so as to reach in this office on or before 14-11-2011 upto 1 PM thereafter no tender shall be entertained. The offers will be opened on same day at 3 PM in the presence of the tenderers who may wish to remain present.

Tender form containing specifications, terms and conditions can be purchased from the office of the undersigned on any working day between 10 AM to 5PM upto 11-11-2011 at the cost of Rs. 1000/- on counter and Rs. 1050/- by Registered post, which is non refundable (only M.O/ TMO will be entertained sufficiently in advance to avoid the risk of late dispatch of the tender forms. Delay in submission of tender form due to late receipt of MO/TMO will be the entire responsibility of the tenderers). The tenders sent by post or courier shall be entertained only if these are actually received by the specific date and time.

The tender document may also be downloaded from the website www.igmcshimla.org, in such case the cost of the tender document should be attached with the techno commercial bid in the shape of BANK DRAFT in favour of Principal IGMC Shimla.

The tender must be accompanied with an earnest money of **Rs. 50,000/- (Rs. Fifty Thousand)** only in the shape of BANK DRAFT in the name of PRINCIPAL, INDIRA GANDHI MEDICAL COLLEGE, SHIMLA. The earnest money of the unsuccessful tenderers will be returned immediately and earnest money of the approved tenderers will be returned only after completion/installation/ satisfactory working of the machinery and equipments. The tenders without earnest money or short or not in form specified above will be rejected straightway.

In case any date mentioned above happens to be a holiday, the next day will be considered as due date.

**PRINCIPAL
IGMC SHIMLA**

No. As above

Dated:-

Copy forwarded for information and necessary action to:-

- 1.The Director, Information & Public Relation Department, Himachal Pradesh, Shimla-2 alongwith six spare copies for wide publicity in the leading News papers in English and Hindi.
2. The Director Medical Education & Research, Himachal Pradesh, Shimla-9.
3. The Controller of Stores, Himachal Pradesh, Shimla-1.
4. Interested tenderers.
5. Notice Board.

**PRINCIPAL
IGMC SHIMLA**

**INDIRA GANDHI MEDICAL COLLEGE
SHIMLA, HIMACHAL PRADESH
(SCHEDULE-'A')**

S.NO. OF TENDER : _____

FILE NO. :

Name of the party in whose :

Favour the Tender form has

been issued _____

(SEAL OF THE OFFICER)

Indira Gandhi Medical College

Shimla, HP -171001

Dear Sir,

1. I/We hereby submit our tender for the _____
2. I/WE now enclosing herewith the Bank D.D. No..... dated..... For Rs. 50,000/- drawn in favour of the "Principal IGMC Shimla" towards EMD/Bid Security. (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONGWITH THE TECHNOCOMMERCIAL BID SHALL BE SUMMARILY REJECTED).
3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the IGMC, in this connection including delivery, warranty, penalty etc. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
5. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialled.
6. Tenders are duly signed (No thumb impression should be affixed).
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the IGMC Shimla-1.

NOTE: ALL TERMS AND CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT ALL THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature of Tender(s) full
Address

WITNESS _____

WITNESS _____

WITNESS _____

INVITATION TO BID

1. Instruction to Bidders

- 1.1 Bids are invited, for and on behalf of Principal IGMC Shimla, from established, reputed and experienced manufacturers or their authorized representatives for the supply of Premium Mobile C-Arm as per the enclosed Technical Specifications (Annexure-F).
- 1.2 Bidders are invited to study the tender document and terms & conditions carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 The scope of work shall include Supply, Installation, Commissioning, & 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.
- 1.4 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the System. No request for the change of price, or time, schedule of delivery of stores shall be entertained after the purchaser on account of any local condition or factor.
- 1.5 The bidders may have a survey including a site visit before furnishing the quotations. They have to apply for permission in this regard to the Principal IGMC Shimla. The Principal IGMC Shimla, will give such permission in writing, but the expenses, in connection with the visit and surveys, shall be borne by the bidders themselves.
- 1.6 The bidders will not form a part of the cartel and put in supporting quotations for some other company. This will debar the company for participating in other tenders floated or to be floated in by the purchaser. The authorities can compare the prices of other Bidders L2, L3 etc. also with the prices quoted in other tenders for same products and in case of discrepancy suitable action will be initiated.
- 1.7 No Gratification Clause: The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted equipment. This will debar the company for participating in other tenders also floated or to be floated in by the purchaser and suitable action will be initiated against such defaulters.
- 1.8 Non Blacklisting Certificate: All the bidders will give an undertaking that neither they nor their principals or the manufacturers have been blacklisted by any state / central government department.

2. Schedule of Tender

- 2.1 The non-transferable Tender Document will be sold on payment of tender fee of Rs.1,000/- (Rupees One Thousand only - non-refundable) through demand draft/pay order payable at Shimla drawn in favour of the “Principal IGMC Shimla”.

IMPORTANT: IN CASE OF THE TENDER DOCUMENTS DOWNLOADED FROM THE WEBSITE:- THE BIDDERS MAY DOWNLOAD THE TENDER DOCUMENTS DIRECTLY FROM THE WEBSITE AVAILABLE AT WWW.IGMC SHIMLA.ORG IN SUCH CASE, THE BIDDERS ARE REQUIRED TO SUBMIT THE TENDER COST FEE OF RS.1,000/-(NON-REFUNDABLE) BY WAY OF SEPARATE DEMAND DRAFT MENTIONING TENDER FEE ON BACK OF DRAFT DRAWN IN FAVOUR OF PRINCIPAL, INDIRA GANDHI MEDICAL COLLEGE, SHIMLA AND THE SAME SHOULD ESSENTIALLY BE ENCLOSED ALONGWITH THE TECHNO COMMERCIAL BID. THE BIDDERS SHOULD SPECIFICALLY SUPERSCRIBE, “DOWNLOADED FROM THE WEBSITE” ON THE TOP LEFT CORNER OF THE OUTER ENVELOPE CONTAINING TECHNO COMMERCIAL BID & PRICE BID SEPARATELY. IN NO CASE, THE TENDER COST FEE SHOULD BE MIXED WITH EMD AMOUNT. THE TENDERS NOT FOLLOWING THE ABOVE PROCEDURE WILL BE SUMMARILY REJECTED.

- 2.2 The non-transferable tender document can be obtained from the Office of Principal IGMC Shimla as the case may be on or before 11-11-2011 working days viz. Monday to Saturday from 10.00 AM to 05.00 PM.
- 2.3 The sealed bids will be accepted upto 14-11-2011 till 1.00 p.m. in the office of the Principal IGMC Shimla.
- 2.4 The Techno-Commercial Bids will be opened 14-11-2011 at 03.00 p.m. in the office of the Principal IGMC Shimla. The bidders or their authorized representatives may be present if they so desire.
- 2.5 After evaluation of the Techno-Commercial Bids and the technical presentation, the short listed bidders will be intimated later.
- 2.6 The Commercial bids of the short listed bidders will be opened at the Office of the Principal IGMC Shimla as the case may be in the presence of their authorized representatives, if any. (The date of opening of commercial bids will be communicated to the technically successful bidders separately).
- 2.7 All the correspondences shall be addressed to the Principal IGMC Shimla
3. **On site functional assessment of the similar installation and equipment of the short listed Bidders will be undertaken, if necessary, by the Committee duly constituted by the IGMC.**

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

The Purchaser reserves the right to vary the quantities and/or services.

5. 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 any time, 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.

6. Bidder Qualification

The "Bidder" as used in the tender documents shall mean one who has signed the Bid Form. The Bidder may be either the manufacturer of the equipment/ material for which prices are quoted on the Price Schedule or his duly authorized representative, in which case he shall submit a certificate of authority as per Annexure-C All certificates and documents received hereby, shall, as far as possible, be furnished by the manufacturer/ representative of the firm. Manufactures/companies should authorized only one distributor for the state and such specific authorization to this effect should be accompanied with tender documents.

Only one bid from a manufacturer firm shall be accepted and in case the manufacturer firm itself apply in the tender process, the bid of the authorized representative shall not be considered.

7. Bid Security/Earnest Money

- 7.1 Bid Security amount should be enclosed along with the Techno-Commercial Bid for an amount of Rs.50,000/- in the form of Bank Draft only payable at Shimla drawn in favour of "Principal IGMC Shimla", failing which the tenders will be out rightly rejected. Bid Security/EMD, if already deposited against other tenders, shall not be adjusted against this tender.
- 7.2 The "Bid Security/Earnest Money ", in case of unsuccessful Bidders, shall be retained by the Purchaser, up-to a maximum period of One year from the date of opening of the Bids or till the finalization of the tender, whichever is later. The Bid security shall be refunded to the unsuccessful tenderers on written request along with Original Cash Deposit Receipt issued by the institute. No interest will be payable by the Purchaser on the Bid Security/EMD.
- 7.3 The Bid Security/Earnest Money shall be forfeited;
 - a) If a Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid; or

- b) In the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance with Clause 16; or
 - ii) to furnish Performance Guarantee in accordance with Clause 11.3 or
 - iii) if, at any stage, any of the information/declaration is found false
- 7.4 Bid security/Earnest Money in respect of the finally selected Bidder(s) will be discharged upon the Bidder(s) executing the Contract, and furnishing the Performance Guarantee, pursuant to Clause-11.3.

8. Period of Validity of Bids

Bids shall remain valid for One year from the date of bid opening (price bid) prescribed by the Purchaser. The Purchaser as non-response may reject a bid valid for a shorter period.

- 9. THE FORWARDING LETTER/UNDERTAKING (SCHEDULE'A') ALONGWITH CHECKLIST FOR TERMS & CONDITIONS DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONGWITH QUOTATIONS FURNISHED, FAILING WHICH THE TENDER SHALL BE REJECTED.

10. Terms and Conditions of Tendering Firms

- 10.1 Printed terms and conditions of the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this invitation of tender are not acceptable to any Bidder, he should clearly specify deviation in his Bid.

11. Bid Requirements

- 11.1 The Bidder must quote for the equipment with all items and quantities as listed under the Schedule for Requirements. **The bidder is required to quote only one model of the equipment.** The bid is liable to be rejected in case more than one model is offered. Bidder is required to fill all the annexure attached to the tender document.
- 11.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total unit price as declared in the Price Schedule the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected.
- 11.3 The finally selected Bidder(s) will be required to furnish Contract Performance Bank Guarantee for 10% of the Contract Price, on award of Contract as per the prescribed Proforma, from any Scheduled Indian Bank which shall be valid till warranty period. Failure to furnish performance B/G, in time, would entail forfeiture of EMD.

- 11.4 The Bid Documents are not transferable and the cost of the documents is not refundable under any circumstances.
- 11.5 Bids from Bidders who have not purchased the Bid document and have downloaded may give a separate Demand Draft of the amount. Bids not accompanied by Bid Security or Bids from representatives without letter of Authority from the manufacturers will be summarily rejected.
- 11.6 Telex/Fax bids and incomplete bids will be summarily rejected.
- 11.7 Bidders should enclose, alongwith the Techno-Commercial Bid of their offers, the full details including proposed configuration of offers with full documentation, descriptive literature/leaflets supplementing the description and point out any special feature of their system. All documentation is required to be in English and should be attached with the technical offer of the concerned equipment.
- 11.8 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 11.9 **All pages of the Bid being submitted must be signed and sequentially numbered by the Bidder and a certificate may be provided on the covering letter indicating the number of pages submitted along with the bid.**
- 11.10 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.
- 11.11 The bidder must give an undertaking that the offered equipments have not been supplied any where at a less rate than offered rate in this tender.
- 11.12 The bidder must submit the list of installation of similar nature of equipments and also submit the copy of latest supply order alongwith satisfactory performance report.

12. Price Bid

- The prices may be quoted in **INR** only. All prices mentioned should be FOR destination at IGMC Shimla.
- 12.1 The bidder shall indicate the prices on prescribed PRICE BID PROFORMA at Annexure F of the tender document. The Proforma should be duly signed & sealed by their authorized signatory/ies. Bidders are required to mention all the taxes/duties/levies (including local also) (applicable on the due date) only in the price proforma. Prices mentioned outside the prescribed proforma shall not be entertained.
 - 12.2 The prices quoted by the Bidder and accepted by IGMC Shimla shall hold good till the completion of the works and no additional claims will be admissible on account of any price variation or fluctuation in market rates.
 - 12.3 Payments made consequent to any notified change in all taxes (both increase and decrease) shall be to the Purchaser's account. For such claims of variation, the Bidder shall produce the Government notification as documentary evidence. Price variation due to any other cause shall be on Bidder's account.

- 12.4 The finally selected Bidder will have to apply to the proper Government Authority for grant of requisite License for such items as required and the purchaser will only tender such assistance, as considered necessary.

13. Procedure/contents for Submission of Bids

- 13.1 It is proposed to have a Two Cover System for this tender
- a) Techno-Commercial Bid in one cover comprising of the following and to be filled on the format sheets provided in the tender document. This is mandatory:-
 - i) Compliance statement.
 - ii) Bidders particulars (Annexure-A)
 - iii) Bid Form (Annexure -B)
 - iv) Manufacturers' Authorisation Form (Annexure -C)
 - vi) Proforma of Guarantee for supply of spares during the post warranty period (Annexure -D)
 - b) Financial Bid in one cover.
- 13.2 Techno-Commercial Bid of the Tender should be covered in a separate sealed cover super-scribing the wordings "Techno-Commercial Bid". Bidders are required to submit relevant documents viz. compliance sheet, brochures, authority letters etc. with the technical offer of the concerned equipment and separate sealed envelop for each department should be submitted.
- PLEASE NOTE NO PRICE/ COST SHOULD BE INDICATED IN THE TECHNO-COMMERCIAL BID. TENDERS SUBMITTED WITHOUT FOLLOWING THE TWO BID SYSTEM PROCEDURE WILL BE SUMMARILY REJECTED.**
- 13.3 Commercial Bid of the tender should be covered in a separate sealed cover super-scribing the wordings "Commercial Bid/Financial Bid".
- 13.4 Both the Techno-Commercial Bid cover and Commercial Bid cover prepared as above are to be kept in a single sealed cover super-scribed with Tender Number.
- 13.5 The cover thus prepared should also indicate clearly the name and address of the Bidder.
- 13.6 Each copy of the tender should be a complete document and should be bound as a volume. Different copies must be bound separately.
- 13.7 The sealed cover as mentioned at Clause 13.4 above shall be deposited with the Principal IGMC Shimla.

14. Opening of Bids by Purchaser

- 14.1 The bids will be opened in the presence of Bidders/representatives who choose to attend on the date and time as mentioned. The Bidders/representatives who are present shall sign a register evidencing their attendance. The Bidder's representatives shall furnish letter of authority from their principal to attend the bid opening. Financial bids of Bidders, whose bids are found technically suitable (after the presentation, if any,) only will be opened. The decision of the sub-committee on technical suitability shall be final and shall not be opened for discussion.

15. Award of Contract

Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder(s) in writing by registered letter or by

cable or telex or fax, to be confirmed in writing by registered letter or by Hand in person, that its bid has been accepted. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award will constitute the formation of the Contract.

16. Signing of Contract

- 16.1 At the same time as the Purchaser notifies the finally selected Bidder(s) that its bid has been accepted, the finally selected Bidder(s) shall collect the supply order Contract Form from the office Principal IGMC Shimla.
- 16.2 Without prejudice to any legal remedy, failure of the finally selected Bidder(s) to comply with the requirement of Clause 7.3 (a) or Clause 7.3 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

17. Inspection and Tests

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

- 17.1 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 all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 17.2 The supplier shall provide installation and standard tests for the individual equipment before the delivery of the system at site.
- 17.3 The supplier shall test each individual equipment and the complete system after installation at site and prepare a test report. This shall be compared with the factory test report to ensure that there is no deterioration in the equipment parameters during storage, transportation and installation.
- 17.4 Leaflets and literature should invariably be attached for ready references alongwith complete documentation of all the measurements conducted during installation period which shall be submitted by the supplier for future reference.
- 17.5 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.
- 17.6 For the purpose of taking over the equipment/system supplied pursuant to this contract, an acceptance test shall be carried out at the

- Purchaser/Consignees destination site. The equipment which meets the acceptance test shall only be accepted by the Purchaser.
- 17.7 (a) 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.
- (b) **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.**
- (c) The delivery, installation or commissioning shall not be deemed to have been completed unless all the equipments and systems are accepted by the purchaser.

18. Spare Parts

- 18.1 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 twelve years on a continuing basis. An undertaking in this regard should be made available from the original manufacturer.
However, this does not relieve the supplier of any warranty obligations under the Contract.
- 18.2 The Bidder shall include in his tender, the details of essential spares, and 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.
- 18.3 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 9 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.

19. Warranty/CMC (AFTER SALES SERVICES)

- 19.1 Complete system including all accessories etc. (wherever applicable) should have comprehensive (labour & spares) onsite warranty for three years; commencing from the date of issue of installation certificate by the institute. Post guarantee annual comprehensive maintenance contract (CMC) to cover equipment and all accessories supplied with the unit should be quoted separately for additional five years with year wise break up. The price comparison shall be made taking into account on basic price and post warranty CMC (calculated at NPV @10%) for 5 years.

- 19.2 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- 19.3 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.
- 19.4 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.
- 19.5 The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
- 19.6 The bidder shall attach an undertaking on affidavit from the original manufacturer that the AMC/CMC INDICATING THE CMC CHARGES after warranty period shall be provided by the manufacturer OR HIS SOLE All India distributor directly on the rates and terms finalized with the bidder. The manufacturer shall be liable for the aforesaid service in case the dealership is changed/back out.

20. Previous Installations

The names and address of the institutions/hospitals where the supplier has already installed/supplied the equipment indicating the dates of installations may be given (in India and abroad). He should also attach performance certificates to indicate his prompt after sales service.

21. Delivery, Installation and Commissioning

- 21.1 Delivery of the goods at the Institute premises shall be completed by the Supplier within 6-8 weeks from the date of Supply Order.
- 21.2 The installation, testing and commissioning of the proposed system shall be completed within 6-8 weeks from the date of Supply Order, failing which necessary action as deemed fit under rules, will be taken against the defaulter.

22. Price Comparison

The bidder should note that price comparison shall be made on the basis of prices offered in prescribed Proforma.

23. Site Preparation

- 23.1 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.
- 23.2 Site Plan and System layout plan including civil/electrical work or other related works (if any) shall be prepared by the supplier keeping in view the actual condition of site.

24. Termination for default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part.

- i) If the supplier fails to deliver or install system within the time period(s) specified in the contract. OR
- ii) If the supplier fails to perform any other obligation(s) under the contract.

25. 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.

26. Payment:

- a) Payment of items will be released in two instalments as under:
 - 90% after the satisfactory installation of the equipment in the department and receiving of such certificate from the department.
 - 10% after 2 month's satisfactory functioning of the equipments in the department and receiving of such certificate from the department.

27. PREPARATION AND DELIVERY OF TENDER

Tender documents must be signed by the tenderers in full along with their stamp.

28. Arbitration

Disputes, if any, shall be subjected to the sole arbitration of Principal Secretary (Health) to the Government of Himachal Pradesh, whose decision shall be final and binding on the parties.

29. Jurisdiction

The courts at Shimla will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Court shall have jurisdiction in the matter.

30. Force Majeure

Any failure of omission or commission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities

such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the supplier's control including war (Whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

31. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the suppliers, if the supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

32. Termination for Convenience

The purchaser may by written notice sent to the supplier terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated becomes effective.

The goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices. For remaining goods the purchaser may elect.

- a) To have any portion completed and delivered at the contract terms and prices; and/or
- b) To cancel the remainder

33. Uptime guarantee:

The firm should provide uptime guarantee of 95%.

34. Downtime penalty Clause

34.1 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 as specified in the technical specification/@ Rs.5000/-per day (which ever is more will be enforced). The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least EIGHT YEARS after handing over the unit to the Institute.

If accessories/other attachment of the system are procured from the third party, in such case the responsibility to keep the

items/equipments in working condition is the sole responsibility of the vendor and the bidder itself will have to sign the CMC with the Institute if required.

- 34.2 The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

35. FALL CLAUSE

If, at any time, during the said period, the supplier reduce the said prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Principal IGMC Shimla and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

36. The supplier shall furnish the following certificate alongwith each bill for payment for supplies made against in Rate Contract Tender.
“I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution upto date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute UNDER CONTRACT/AGAINST TENDER”.
37. The bidder must quote the buy back prices of the existing machine. The bidder may visit the Cardiology department IGMC Shimla to work out the position/condition of existing buy back C-Arm

NOTE:- BIDDER must go through these terms and conditions very carefully and put his signature alongwith stamp in token of acceptance of these terms and conditions.

**Principal
I.G.M.C., Shimla-1.**

To be enclosed with Techno-Commercial Bid

ANNEXURE-A

BIDDER PARTICULARS

Bidder Serial Number Allotted on Tender Document: _____

1. Name of the Bidder :
2. Address of the Bidder :
3. Name of the Manufacturer (s) :
4. Address(es) of the Manufacturer :
5. Name and address of the person :
To whom all references shall be
Made regarding this tender inquiry.

Telephone :

Telex :

Fax :

e-mail address :

Witness :

Signature

Name

Address

Date

Signature

Name

Designation

Company

Date

Company Seal

To be enclose with Techno-Commercial Bid

ANNEXURE-B

BID FORM

Dated:

To,

Sir,

Having examined the Bidding Documents of Tender No. _____ undersigned offer to supply, install, commission, operate maintain _____ and we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within _____ weeks calculated from the date of receipt of your Notification of Award and to complete the installation, testing commissioning..... We also undertake to supply the CMC and consumables on the rates offered/negotiated (in case our bid is accepted) for the entire period of 8 years from the date of satisfactory installation.

Signature and Seal
.....
(In the capacity of)

Only Authorized to sign bid for and on behalf of.....

To be enclosed with Techno-Commercial Bid

ANNEXURE-C

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....
Dated.....

To,

Dear Sir,

Sub: Tender No.....

We..... An established and reputed manufacturers of
..... having factories at.....and office at
M/s.....

(Name and Address of the Authorized representative) to represent us, to
tender, negotiate and conclude the contract on our behalf with; you against
Tender no.....

No company/firm or individual other than M/s.....
are authorized to represent us in regard to this business against this specific
tender.

Yours faithfully,

Signature and seal
Name.....
For & on behalf of M/s
.....
(Name of Manufacturers)

Note: This letter of authority should be on the letter head of the
manufacturing concern and should be signed by a person competent and
having the power of attorney to bind the manufacturers.

To be enclosed with Techno-Commercial Bid

ANNEXURE-D

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To

Dear Sir,

In consideration of the (hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award no..... dated entering into a formal contract to that effect with the Purchaser on vide agreement dated..... (hereinafter referred to as the contract).

We the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than 9 years after the warranty period of 3 years and life time spares thereafter in case asked for by the purchaser.

We further clarify that for the first 3 years i.e. warranty period of 3 years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

Dated..... day of.....20.....

Witness :

(Name of manufacturers)

Signature and Seal

(Signature)

Name :

For & on behalf of M/s

PRICE BID PROFORMA

ANNEXURE-E

Sr. No.	Name of the equipment	Price as per condition No. 12
1.	Cost of Core Equipment. (Manufacturer/model/ make etc be specified) including all accessories as required in the technical specification with 3 yrs warranty	
2.	Taxes/Duties i) Custom Duties ii) CST/VAT iii) Service Tax iv) Entry Tax v) Others(pl specify)	
3.	CMC at actual (after 3 years warranty) 1 st year 2 nd year 3 rd year 4 th year 5 th year Taxes on CMC	
4.	Less Buy Back Price of existing item	
5.	Net Price	

It is certified that the cost of equipment shown above, has included all taxes/duties etc. and nothing above shall be charged over and above this cost.

Authorized Signatory:

Name of the firm/bidder:

ANNEXURE-F

Item No. 1. Specifications for Premium Mobile C ARM.

- A state of art Premium C- ARM for interventional Cardiology,
- Vascular, peripheral & general invasive applications with superior image quality, digital subtraction and excellent throughput consisting of cardiac angiographic system with 9 inch image intensifier and 3 fields of views and removable grid for reduced exposure.

A. X-Ray Generator

1. High frequency generator with microprocessor control with automated dose control and dual focus rotating anode x-ray tube.
2. Generator power must be 80KW or more suitable for angiographic purpose.

System should have automatic Copper filters insertion in collimator to reduce soft radiation exposure to operator.

B. X-Ray Tube:

- 1) Rotating Anode type with dual focal spots with focal spots as 0.6mm and 1.0 mm
- 2) Anode Heat storage capacity: 700 KHU or more for longer procedures.
- 3) Tube temperature monitoring by computer, for X-ray tube protection

C. Table:

- 1) On wheels with a provision to securely lock the table on floor.
- 2) Radiolucent Carbon fibre table top with adequate longitudinal, vertical and lateral movement.
- 3) Table side panel with controlled up/ down movement.

Imaging Chain:

- 1) Should have latest generation high resolution 1K x 1K matrix Camera.
- 2) Continuous, Pulse fluoroscopy facility.
- 3) Digital Subtraction Angiography at up to 6 frame/sec should be possible
- 4) Pixel shift, masking & remasking, roadmapping and peak opacification should be possible
- 5) Preset imaging profiles for various applications viz cardiac, peripheral etc should be possible.
- 6) Display matrix: 1024 x 1024 with 10 bit image processing or better
- 7) Hard disk memory: 10000 images or more.
- 8) Should be integrated fully into main system.

E. I.I.T.V.

- 1) Triple mode At least 9" Image Intensifier.
- 2) The minimum line resolution shall be 4 Lp/mm at TV monitor in the 9" mode or more for good image quality.
- 3) Image intensifier with removable carbon fibre grid.

F. Image Processing

- 1) The system should have multi patient data base and image memory of 10,000 images or more.
- 2) User interface should have patient entry, retrieve and image play, pause, forward, backward and photo storage facility.
- 3) System should have fluoro storage facility to reduce radiation exposure.

4) The system should have windowing (real time), Noise reduction, movement detection, Replay, Subtraction, , Land marking, Pixel shift, Zoom.

5) It should be possible to do online measurements like stenosis quantification, angle and distance measurements with automatic contour detection.

6) It should offer all the soft ware needed for angiography, intervention procedures and cardiac catheterisation etc.

G. Image Display

1. 18" LCD/TFT Dual display monitors – antiglare, 1024 x 1024 resolutions or more.

2. Ability to rotate both monitors for flexible viewing in complex working environment.

H. C-Arm Geometry

- Vertical C-arm travel capability:
- Orbital Angulation: +/- 45° or more.
- Lateral Angulation (LAO/RAO): +/- 180° or more.

○ C-Arm depth: 84 cm or more

○ C-Arm motorization should be possible to have LAO/RAO & CRAN/CAUD movements using a tableside joystick.

○ All wheel steering should be available.

Motorised Vertical travel of C arm 35 cm or more.

○ Dicom CD/DVD archival facility

○ Standard system as mentioned above along with following:

a) CD or any removable media, digital recording facility inbuilt in system.

b) One no. Floor mounted Injector with 150cc syringe and at least 50 disposable syringes; .

c) One patient monitor with ECG, NIBP, SPO2, Invasive BP and slave display

d) UPS for Imaging system.

e) 125 KVA Stabiliser

f) Lead aprons skirt & top type – 6 No

g) One Workstation networked to machine for image review and reporting – 1 No

h) Thyroid protection (lead) – 6 No

i) Colour paper Printer.

○ DICOM Print software to be incorporated to print unto Camera and Printer.

WARANTY

1 The equipment should be guaranteed for a period of 36(thirty six) months from the date of handing over the fully functional unit with all accessories supplied (such as UPS, AC, pressure injector and all third party items etc) to the Deptt. of Cardiology, IGMC, Shimla. The

vendor should take care of day to day running of UPS, AC etc.

2) Even during the guarantee period the desired up line of 95% of 365 days in a year (24 hr basis)

will be ensured, no discount will be given on account of public holidays/ Sundays, In case the down time exceeds the 5% limit, a penalty of Rs. 25,000 (Twenty five thousand rupees) per day along with extension of the guarantee period by the excess down time period will be carried out.

3) If a particular system/subsystem (including third party items) is not working for more than three days and due to which patient work suffers, the firm will be asked to pay a penalty of Rs.10,000/-(Rs. Ten thousand only) beyond seven days for each day that it is not working.

18.4 POST GUARANTEE COMPREHENSIVE MAINTENANCE CONTRACT (CME) FOR NEXT NINE YEARS

a) The post guarantee (after 3 years) CMC should include X-ray tubes+ labour + spares for the complete system which includes all the accessories supplied such as UPS, AC & third party items etc. (Consumables included) and maintenance for another nine years.

b) The desired up time guarantee is 95% of 365 days (24hours basis) along with penalty clause of Rs. 25,000 per day in case the machine is found not to be working for reasons other than force majeure conditions, no discount will be given on account of public holidays/Sundays. The bidder to cover the losses, if any, due to force majeure conditions, should do the insurance. The rate of post guarantee CMC should be offered on yearly basis for at least nine years by the bidder and be offered in Indian rupees only.

d) If a particular system/subsystem (including third party items) is not working for more than 7 days and due to which patient work suffers, the firm will be asked to pay penalty of Rs. 10,000/- (Rs. Ten thousand rupees) beyond 7 days for each day that it is not working.

SPECIAL TERMS AND CONDITIONS

1) Point wise technical compliance report supported by the technical catalogue/specifications must

be submitted in all truthfulness and shall be essence of the technical bid.

2) Technical specifications offered in the technical bids shall be verified to be in the claimed

working specifications on the same quoted model working reliably in India or abroad.

3) The offered unit and its installation must confirm to AERB guidelines and certification from

AERB