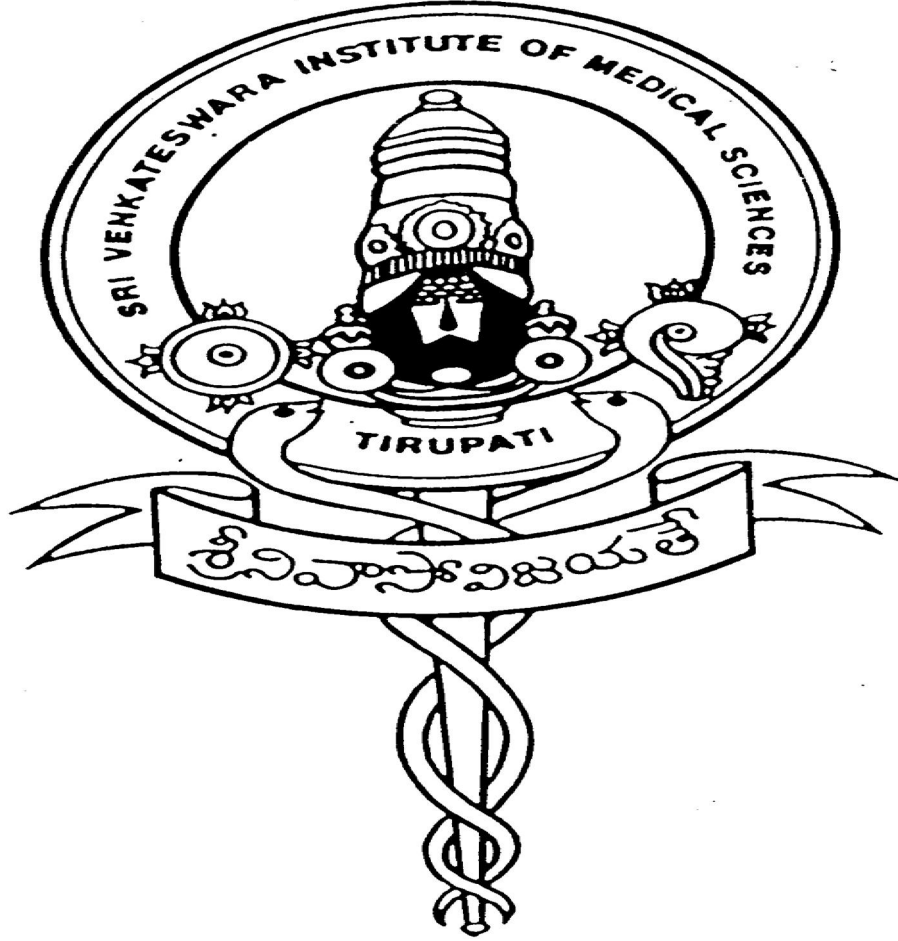


e-Tender document for procurement of
“EQUIPMENT”



OFFICE OF THE
Deputy Director (Stores & Purchase)
SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES
(SVIMS)
TIRUMALA TIRUPATI DEVASTHANAMS (TTD), TIRUPATI
ANDHRA PRADESH

SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI

TIRUMALA TIRUPATI DEVASTHANAMS

Phone: 0877-2287777 Ext.: 2223/2224/2524.

Fax No. 0877-2286116

E-mail: purchasedept@svims.gov.in

NOTICE INVITING TENDER (NIT)

(ONLINE VERSION)

S.NO.	DESCRIPTION	
1	Department Name	TIRUMALA TIRUPATI DEVASTHANAM
2	Circle/Division	SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TTD, TIRUPATI.
3	File/NIT Number	P1/85/CCM/Card/PD/SVIMS/2018
4	Tender Subject	e-tender for Central Monitors to CARDIOLOGY UNDER two bid system (The specifications are attached at the end)
5	Quantity	01 No.
6	Form of Contract	Item based
7	Tender Type	Open
8	EMD Amount	Rs.75,000-00
9	EMD payable to	Demand Draft drawn in favour of “The Director-cum-VC, SVIMS., Tirupati” by any scheduled bank
10	Bid document download start date and time	24.04.2018 05.00 AM
11	Bid document download end date and time	14.05.2018 12.30 PM
12	Bid submission closing date and time	14.05.2018 02.30 PM
13	Bid validity period (days)	180 days
14	Technical Bid opening date and time	14.05.2018 at 02.31 pm
15	Price Bid Opening Date and Time	14.05.2018 at 03.00 pm Tentative date only, will be done online, no formal meeting)
16	Place of Tender opening	SVIMS, Tirupati
17	Tender Inviting/Opening Authority	Director-cum-VC, SVIMS
18	Address/E-mail id	purchasedept@svims.gov.in
19	Contact Details	Phone:0877-2287777 Extn.2223/2524 Fax: 0877-2286116
20.	Mandatory Requirements to be up-loaded	1. EMD in the form of DD. 2. Technical Quote i.e. details of the equipment offered (full quotation but without price).

		<p>3. Authorization certificate from Principal, if quoted by agent.</p> <p>4. Five (5) years warranty period acceptance letter.</p> <p>5. Equipment Specifications Compliance Statement.</p> <p>6. Acceptance letter for 04% CAMC charges on final price.</p> <p>7. GST Registration certificate in AP</p> <p>8. PAN copy.</p> <p>9. <u>Notarized</u> Affidavit on Rs. 100/- non judicial stamp paper stating that the Tenderer has not been blacklisted by any Law / Government / Private Institution and there is no Vigilance/CBI/FEMA case pending against the firm/supplier.</p> <p>10. <u>Notarized</u> Affidavit on Rs. 100/- non judicial stamp paper stating that the Tenderer will provide all the service i.e. man power, parts, accessories and consumables during warranty and CAMC period (i.e. 10 years)</p> <p><u>NOTE: The sentence “SOLEMNLY AFFIRMED AND SIGNED BEFORE ME” shall be mentioned in all the Affidavits.</u></p> <p>(1, 9 & 10 originals also to be submitted)</p> <p><u>IMPORTANT NOTE:</u></p> <p><u>1. At the time of opening of the technical bid, if any mandatory document is not found on the e-procurement plat form, the bid will be rejected</u></p> <p><u>2. Original documents of EMD & Affidavits (2nos) should be submitted on or before opining date & time of the technical bid, otherwise, the bid will be rejected.</u></p> <p><u>3. Brochures / Catalogues / Service manuals / Operating manuals in support of the Compliance Statement are to be submitted in HARD COPIES for technical evaluation.</u></p>
21	<u>Procedure for Bid Submission</u>	<p>1. Bids shall be submitted online.</p> <p>2.The participating bidders in the tender should register themselves on e-procurement platform in the website https://tender.apecprocurement.gov.in</p> <p>3.The bidders who are desirous of participating in e-procurement shall submit their technical bids, financial bids as per the standard formats available at the e market place. The bidders should scan and upload the documents mentioned in point no. 20 above.</p>

		<p>4. Transaction fee on e-procurement Platform: All the participating bidders shall pay a transaction fee (non-refundable) payable to APTS., Vijayawada through on line. (0.03% of estimate contract value + 15% service tax or as per the percentage in vogue). It is mandatory for all the participant bidders from 1st January 2006 to pay a Non-refundable Transaction fee electronically to the APTS., Vijayawada through "Payment Gateway Service on E-Procurement platform".</p> <p>The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 15% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to APTS., Vijayawada shall be applicable.</p>
		<p>5. Corpus Fund: As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs.50 crores, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs. 50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, A.P.T.S, Vijayawada.</p> <p>NOTE: There shall not be any charge towards e-procurement fund incase of works, goods and services with ECV less than and upto Rs. 10 lakhs</p>
22.	Transaction Fee Payable To	APTS., Vijayawada (ON LINE)
23.	General Terms and Conditions	AS PUBLISHED IN THE NOTICE INVITING TENDER.

INFORMATION TO BE FILLED IN AND UPLOADED BY THE TENDERER

01. Make & Model offered :
02. Year of manufacture :
03. Country of the origin of the goods :
04. Servicing / Repair facilities
availability in South India. :
05. Availability of Spares & Consumables
for next 10 years :
06. List of customers with full details for the
Quoted model equipment :
(Enclose separate list)
07. Whether rates are quoted as per tender
specifications: :
08. Time required for supply from the date
of Purchase Order :
09. Breakdown response time in hours :
10. Lead time in days for supplying spares : Indigenous :
- Imported :

PROCEDURE FOR BID SUBMISSION ON AP e-procurement PLATFORM

(e-Tendering) :

1. The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at <http://tender.apecurement.gov.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://tender.apecurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

3. Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s. Vupadhi Techno Services Pvt. Ltd., Hyd. Website : <https://tender.apecurement.gov.in>

4. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

5. For obtaining Digital Signature Certificate, you may please Contact:

Andhra Pradesh Technology Services Limited

BRKR Bhavan, B-Block
Tank bund Road, Hyderabad-500022
Phone: +91-40-23220305
Fax: +91-40-23228057

(OR)

Near Siddhartha Arts College, Mogalrajapuram, Vijayawada.

(OR)

Vupadhi Techno Services Pvt. Ltd.
1st Floor, Ramky Grandiose,
Sy. No: 136/2 & 4, Gachibowli,
Hyderabad - 500032.
Telangana State.

Phone No: +91 40-39999700, 39999701, 39999703, 39999704

Mobile No: +91 7337318401 (On Weekdays from 9 AM to 8 PM. On Holidays, mobile support only from 9 AM to 6 PM.)

Fax No: +91 40-39999702

Hard copies:

i) The participating bidders must submit EMD & Affidavits (2nos) to the tender inviting authority before scheduled date and time of the opening of the Technical bid , **otherwise the tender will be rejected on online.**

ii) All the bidders shall invariably upload the **clearly visible** scanned copies of Mandatory requirements in e-Procurement system and this will be the primary requirement to consider the bid responsive.

6. As per The G.O. Ms. No. 174 –I & CAD dated: 1-9-2008 Deactivation of Bidders If any successful bidder fails to submit the original hard copies of required uploaded certificates/documents within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, as the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable.

7. The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.

8. Tender Document:

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. **If the Tenderer assumes certain things and quote the tender without seeking clarifications, it will be at their own risk.** Any offline bid submission clause and contra clause in the tender document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

9. Bid Submission Acknowledgement:

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. SVIMS, Service Provider and APTS., Hyderabad are not responsible for incomplete bid submission by users.

**TERMS & CONDITIONS FOR SUPPLY OF HOSPITAL EQUIPMENT TO
SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, T.T.Ds.,
TIRUPATI – 517 507, ANDHRA PRADESH, INDIA**

01. EARNEST MONEY DEPOSIT:

- (i) EMD is not accepted in the form of cheque, postal order, bank guarantee or bank demand draft issued on the personal name of the Officers of Sri Venkateswara Institute of Medical Sciences, TTDs, Tirupati or by any other mode of remittance except Demand Draft in the name of "The Director, SVIMS", payable at Tirupati.
- (ii) The E.M.D. will be returned to unsuccessful Tenderer after one month from the date of finalization of tender without interest. The E.M.D. amount will be returned to the successful Tenderers after submission of Security Deposit without interest.

02. SECURITY DEPOSIT :

- (a) Successful Tenderer shall be required to pay security deposit of 10% on Cost Insurance Freight(CIF) or Free on Road(FOR) value inclusive of the taxes by way of Demand Draft within 15 days from the date of issue of purchase order and shall execute an agreement for faithful and satisfactory performance of contract. Specimen copy of the agreement is enclosed. The Security Deposit amount will be returned only after the successful completion of warranty period. If the value of the Security Deposit is more than Rupees One lakh, the same may be submitted in the form of Bank Guarantee. The validity of Bank Guarantee shall be 66 months.
- (b) **If the Successful Tenderer fails to lodge security deposit within the period of 15 days as specified above, such failure will constitute a breach of terms and conditions of the tender and the Earnest Money deposited by him will be withheld in addition to recovery of any loss sustained by the Institute.**
- (c) The Tenderer will forfeit the Security Deposit for any non-performance of the equipment or default during warranty period.

03. GENERAL CONDITIONS:

1. The Tenderer has to mention about the availability of spares for next 10 years, nearest service centers, and willingness to train our Bio-Medical Engineer for minor problems and also to **submit circuit diagram and Schematic diagram**.
2. The Tenderer has to mention about the willingness for entering into service contract with spares or without spares for five years or more after warranty is over, along with necessary terms & conditions. Institute will select either one of the above.
3. No commission will be paid to Indian agents.
4. The Tenderer has to quote OGL reference if any.
5. The Principals have to issue a certificate to the effect that they will take responsibility if Indian agent fails to attend service or if there is any change in Indian agency during warranty / AMC period.
6. To produce a Certificate from Principals to continue / accept service contract at the rate mentioned in the purchase order in the event of change in Indian agency, to be submitted after issuing the Letter of Intent.
7. Principals / Indian agents should inform us well in advance of shipment, about the civil & electrical works that are needed for Installation. Indian agents should be present at the time of opening of boxes to certify the correctness of the equipment.
8. If Principals are not able to ship the goods before the expiry of Letter of Credit period, they have to pay Bank charges like, extension charges, cable charges etc.
9. If selected, security deposit is to be submitted by the Indian agents. If Principal and agent are same, Principals can submit the Security Deposit on behalf of Indian agents.
10. Tenders from the persons / firms convicted under the Sales Tax or any other relevant Acts and Rules will be rejected summarily. The Tenderer has to submit a self declaration regarding non-conviction under any law/ by any hospital on a non-judicial stamp paper of Rs.10/-.
11. Terms and conditions of the sale of each item or the items should be precise and clearly mentioned in tender(s).

12. The tender specification compliance statement has to be enclosed indicating the fulfillment of each parameter.
13. The acceptance of the tender will be intimated to the successful Tenderer within the validity period of the tender and if some delay is likely to occur, Tenderer will be required to keep their offer open for further period as may be found necessary.
14. Tenders which are not in accordance with the specifications mentioned shall be rejected.
15. **Warranty is must for 5 years** and it starts from the date of installation.
16. The successful Tenderer along with supply of the equipment has to provide certificate to the effect that the equipment supplied is not refurbished equipment issued by any Government agency.
17. The successful Tenderer has to enter into a performance agreement with SVIMS.
18. THE TENDERERS ARE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR TENDERS/OFFER SHALL BE REJECTED. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement demonstration and no request for extending time for demonstration will be entertained.
19. Any action on the part of the Tenderer to influence anybody in the said Institute, will be taken as an offence, and they will not be allowed to participate in the tender enquiry and their offer will not be considered.
20. THE TENDERERS MUST QUOTE THE BEST OPTION AS PER OUR SPECIFICATION. THE OFFER SUBMITTED AS OPTION-A, OPTION-B OR C WILL NOT BE CONSIDERED AND OFFERS SUBMITTED IN THE FORM OF MULTIPLE OFFERS WILL BE SUMMERILY REJECTED.
21. Genuine equipments and instruments etc., should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported, country of origin etc.
22. The Tenderers are required to quote the mode of shipment i.e. Air / Sea / Road and should give separate breakup of freight and Insurance Charges.
23. Date of opening of price bid given in the e-tender platform is a tentative date only.
24. Any kind of price details should not be uploaded in the technical bid which may lead to rejection.

04. TENDER PRICES:

- I. Institute is not authorised to issue Form "C" or "D".
- II. No enhancement of price will be allowed. CST / VAT applicable as on the date of supply will be paid to the seller.
- III. Prices should be quoted on F.O.R., basis.
- IV. The rates quoted should not exceed the maximum price, if any fixed by an order issued by the Central / State Government.
- V. Rates quoted in the tender (s) should be valid for acceptance for a period of six months from the last date fixed for the receipt of tenders. No permission will be granted to modify the rates until the negotiations are called for. Once the rate is accepted, the successful Tenderer shall not withdraw from the contract.
- VI. Tenders by vague and indefinite expression as "Subject to prior sale or subject to stocks being available" etc., are liable for rejection at the discretion of SVIMS. Penal clauses from the Tenderer whatsoever like interest on late payments of bill etc., will not be accepted.
- VII. Make, Country of Origin, Brand Name, Type Mark, Strength, Catalogue No. etc., should also be clearly mentioned against each item.
- VIII. The tenderers should import the equipment in the name of SVIMS and SVIMS will provide Customs Duty Exemption Certificate for availing concessional Customs Duty, if any.
(for non-life saving equipment).

- 05.** In exceptional circumstances, the purchaser may solicit the tenderer's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing (or by cable or by telex). The earnest money deposit provided under clause 04 shall also be suitably extended. A tenderer may refuse the request without forfeiting its earnest money deposit. A tenderer granting the request will not be required nor permitted to modify its tender.
- 06.** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer in the tender form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit.
- 07.** The purchaser may waive any minor informality or non-conformity in a tender, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

08. Evaluation and comparison of tenders.

The purchaser's evaluation of a tender will include and take into account:

The purchaser's evaluation of a tender will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the 'Technical Specifications'. The comparison shall be on Free Delivery At Site basis and commissioned at consignee's end. The purchaser's evaluation of tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated.

- a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,
- b) delivery schedule offered in the tender,
- c) deviations in payment schedule from that specified in the conditions of contract,
- d) the cost of components, spare parts and service,
- e) the cost of installation and commissioning,
- f) the cost of guarantee/warranty and
- g) the Performance and productivity of the equipment offered.

09. SERVICING:

- i) The Tenderer should give an undertaking that he will provide all the service required i.e. man power, parts, accessories, consumables etc., during warranty and AMC period (10 years) on a Rs.10/- non-judicial stamp paper. The equipment must have servicing facilities in Andhra Pradesh or Karnataka or Tamilnadu or Kerala with spares for replacements and repairs. The details of immediate availability of "after sales service" facility should be specifically mentioned in the quotations. The after sales service should be available for minimum period of 10 years. Institute's comprehensive maintenance charges are generally less than 4% CIF/FOR value per annum for all years.
- ii) The Tenderer has to enclose a letter from the Principal confirming that Principal will provide all the support for 10 years from the date of installation.
- iii) The supplier shall enter into Comprehensive Annual Maintenance Contract, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- iv) The Purchaser reserves the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned after the completion of warranty period.

During Comprehensive AMC period institute will not bear any cost including customs duty, clearance charges and any other duties except Service Tax. A.M.C., amount will be paid in two installments i.e. 50% at the beginning and 50% after successful completion of the AMC., period.

During warranty / A.M.C. period, calls have to be attended within 24 hours, else company has to either extend the warranty / A.M.C. for 5 days for each day of delay and pay penalty as decided by the Institute. The call may be made by SVIMS through letter, courier, fax, mobile, phone or pager.

In the case of warranty / Comprehensive AMC, the period of procurement of spares which are available locally (in India) shall not exceed 3 days and which are not available locally (imported), shall not exceed 7 days. If it exceeds the permissible period, the company has to either extend the warranty/ Comprehensive AMC period by 5 days for each day of delay or pay penalty as decided by the Institute.

During the Annual Maintenance Contract you have to attend 4 Periodical Preventive Maintenance calls and unlimited number of breakdown calls.

- v) In the event of, non-functioning of the equipment exceeding the permissible period (95% uptime) , the tenderer has to either extend the period of warranty or maintenance service by 5 days for each day which is in excess of the prescribed period or pay penalty . If the equipment is unattended or exceeds the permissible period or if the equipment is going out of order frequently with short intervals, the Institute will impose penalty on the tenderer, and the decision of the Institute in this regard will be final.
- vi) The Comprehensive Maintenance Contract is nothing but extension of WARRANTY and includes all spares except consumables if any. The Tenderer has to necessarily **enclose a list of consumables along with their prices**. The list is to be enclosed in the technical offer and prices are to be enclosed in the financial offer. If no such list is enclosed, the institute will not buy any consumables during warranty period and the Tenderer has to supply them at free of cost as part of warranty. **All items, irrespective of the nature which are not included in the list of consumables shall be deemed to be covered under warranty.**

10. RECEIPT & INSTALLATION:

- i) It shall be the responsibility of the Tenderer to fully cover all risks against direct damage and / or injury to our property and / or employees, as the case may be, occurring during installation, testing / tuning and commissioning of equipment to the extent caused by the negligence of your employees, agents or subcontractors. The Tenderer shall be responsible for disassembling of equipment / machines where necessary to facilitate their movement to the site and subsequent assembly and installation.
- ii) It shall be the responsibility of the Tenderer to supply the needed accessories (internal/external), spares for testing, tuning & installation of the main equipment at free of cost.
- iii) The Tenderer will depute specialized engineer / technician to supervise installation, check calibration of all concerned subsystems / components and conduct clinical testing and stabilize image quality, etc., before handing over the system to the satisfaction of SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES as fully commissioned.

Supply of equipment means Installation, testing, tuning and commissioning at site. No separate charges will be paid on this account.

11. DEMONSTRATION:

If necessary the firms should demonstrate their items of equipment at their own cost either at Sri Venkateswara Institute of Medical Sciences, Tirupati or at a nearby institute on specific requisition of this office within stipulated time. Failure to give demonstration may lead to rejection of the tender, at the discretion of SVIMS.

12. SUPPLY:

- (a) Supplies should strictly confirm to the specifications mentioned in the order.
- (b) The decision of the Director, Sri Venkateswara Institute of Medical Sciences, Tirupati shall be final regarding the acceptability of the equipment which is not confirming to the specification and other terms and conditions, supplied by the approved Tenderer and the Institute shall not give any reasons in writing or otherwise at any time after rejection of items.

13. Force majeure clause.

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Sri Venkateswara Institute of Medical Sciences, Tirupati may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Sri Venkateswara Institute of Medical Sciences, Tirupati , the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause by a registered letter duly certified by the Local chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure SVIMS will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

- b) For delays arising out of force majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither SVIMS nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.
- c) If any of the Force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

14. Sri Venkateswara Institute of Medical Sciences, Tirupati reserves the right to give preference to the indigenous equipment over foreign equipment and go in for the indigenous equipment at any time before the acceptance of the tender.

15. Sri Venkateswara Institute of Medical Sciences, Tirupati shall have revocable right to purchase and to enter into parallel contract for the supply of any items mentioned in the tender schedule with any other supplier or firm at any rate at its discretion.

16. Sri Venkateswara Institute of Medical Sciences, Tirupati does not bind itself to accept the lowest offer or tender for any specific item or all items and reserves to itself the right to accept or reject any tender or all tenders without assigning any reason thereof.

17. Sri Venkateswara Institute of Medical Sciences, Tirupati reserves the right to cancel the tender for any or all equipment at any stage without assigning any reason thereof.

18. The termination and recovery of liquidated damages for failing to fulfill any of the terms and conditions of this contract, are as below:

In case the successful Tenderer back out after releasing the letter of intent or fails to deliver the equipment within the period, to be prescribed by the Director, Sri Venkateswara Institute of Medical Sciences, Tirupati at the time of placing orders, the tenderer will be liable to make good the loss sustained by the Institute in addition to the penalty as under.

- (a) SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES shall be entitled to purchase the equipment or its substitutes from any other supplier or firm without notice to the contractor and to recover the extra cost thus involved in such purchase from the contractor.
- (b) If the delivery is not effected by the due date, the Director, SVIMS, Tirupati will have the right to impose penalty i.e. first extension for two months or part thereof at the rate of 2% and second extension for an additional two months or part thereof at the rate of 3%. Penalty for extension beyond this for an additional two months or part thereof shall be 4%.
- (c) To cancel the contract or portion thereof.
- (d) To withhold the EMD and /or Security Deposit to the extent of the loss incurred by the Institute, in the event of action being taken as above and if it falls short, the Sri Venkateswara Institute of Medical Sciences, shall be at liberty to recover the balance amount from any of the bills pertaining to the tenderer or by instituting a Civil Suit. In this regard, the Contractor shall not be entitled to any gain.

19. No suit with regard to any matter whatsoever arising out of this contract shall be instituted in any Court save a Court of Competent Jurisdiction at Tirupati, Andhra Pradesh or at the place of business of the tenderer. Further no claim shall lie against the SVIMS in respect of interest on Earnest Money Deposit or Security Deposit.

20. WARRANTY:

The warranty is must for 05 years and it starts from the date of installation only. Warranty includes the main unit and all other items supplied. When main unit or other items are found defective during warranty period, same needs to be rectified by repairing or replacing and make the system to good working condition at free of cost (including man power, parts needed, tax or duty) by the Tenderer. This warranty is subject to periodic preventive maintenance to be done by the Tenderer in consultation with the end-user.

21. UPTIME GUARANTEE:

The Tenderer has to keep the equipment at its utmost functional capacity i.e., 95% (ninety five percent) uptime in a calendar year. The period of non-functioning of the unit shall not exceed seven working days, and not more than three consecutive days at a time, in a year for a period of minimum ten years including warranty period.

Downtime penalty Clause

During the Guarantee / warranty period, desired uptime of 95% of 365 days (24 hrs) is to be maintained. If downtime exceeds 5% the Institute shall be entitled to impose penalty equal to an amount of 1% of the total cost of the equipment per day for the first seven days and shall be payable by the vendor which will be double on subsequent weeks along with extension of guarantee/warranty period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at

least TEN YEARS after handing 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 AMC from the third party separately along with the main offer and the third party will have to sign the AMC with the Institute if required.

In no case the equipment should remain in non-working condition for more than 7days, beyond which a penalty of 2% of machine cost will be charged per day.

22. Free software up-grades are to be provided during the period of WARRANTY and Comprehensive Maintenance Contract.

23. The Tenderer shall furnish notarized affidavits (02 nos.) on Rs. 10/- non-judicial stamp paper as mentioned under mandatory requirements.

24. Tenderers should clearly indicate the name of the Manufacturers/Beneficiary of the Letter of Credit, country of Origin, places of shipment.

25. FALL CLAUSE:

- a) If, at any time, during the said period, the tenderer 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 Director, Sri Venkateswara Institute of Medical Sciences and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- b) Successful Tenderers should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute.
- c) The tenderer shall furnish a list of organizations where the equipment, in question, has/have been supplied with the period during the last one year and performance certificate from such organization may also be provided.

26. TRAINING & SERVICE MANUAL:

- a) The tenderer has to train SVIMS Bio-Medical Engineer for minor problems.
- b) The Tenderer has to train SVIMS end user at site, if it is required.
- c) The Tenderer has to provide the service manual at free of cost with Schematic Diagram of the machine to be supplied.

27. INSURANCE:

The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

28. DELIVERY:

- a) The consignment shall be booked in the name of The Director, Sri Venkateswara Institute of Medical Sciences, Tirupati – 510507, Andhra Pradesh, India.
- b) The Tenderer has to specify the delivery period. The demurrage, storage and any other charges will be claimed from the Tenderer for the consignment that reaches without proper dispatch documents or not endorsed property and not accompanied by packing list invoices, errors or omissions by descriptions, weights or measurements and for increased handling charges, due to improper packing etc.

29. PAYMENT TERMS

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

A) Payment shall be made after submission of the installation report:

B) *In case of Inland LC / LC :*

Irrevocable & non – transferable LC shall be opened by the institute. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

1) *On Shipment:*

Ninety (90) % of the equipment value shall be released upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Original and four copies of way Bill, marked freight pre paid.
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin issued by the chamber of commerce of the concerned country;
- (ix) Certificate stating that the equipment is not refurbished

2) On Acceptance:

Balance of 10 % payment shall be released after submission of installation of the equipment.

All the above certificates, shipping documents, equipment brochures, manuals, product, data catalogue etc., as enumerated should be sent to us by courier service so as to arrive in advance of the equipment consignment.

30. PACKING NORMS:

- (a) All material must be strongly and securely packed in minimum cubic space for safe transportation / shipment in such a manner as to prevent damage and pilferage in transit, from the point of shipment to final destination.
- (b) Metal parts wherever necessary shall be well slushed with preventives to prevent rusting in transit, or due to delay in Indian Port before clearing.
- (c) The main equipment, accessories and documentation shall be separately packed and the cases / packages clearly marked accordingly.
- (d) All timber used in the packing of the materials is to be free from bark, insects and fungi.
- (e) Every case / package must contain a packing list in triplicate and order No., package No., Number of cases in the consignment. Description and quantity of each item packed shall be clearly shown in the packing list. The description and quantity of each item shall tally with that specified in the order, wherever applicable.
- (f) Each case shall be marked by paint in bold letters on Four sides indicating the following;
 - (i) THE DIRECTOR, SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI – 517 507, ANDHRA PRADESH, INDIA.
 - (ii) Case number, dimensions of the case gross and net weight in Kgs., and Country of Origin if any. (This information also should be communicated to us in advance).
- (g) All spares and accessories shall be separately crated and labeled as **“SPARE PARTS”**.

I / We read and accept the above Terms & Conditions.

Place :

Date :

(Signature of the Tenderer)

PROFORMA OF FAITHFUL & SATISFACTORY PERFORMANCE AGREEMENT

AN AGREEMENT made this the Day of Two thousand Between M/s. herein after called the Contractors, which expression shall unless excluded by or repugnant to the subject or context, include their successors, representatives, heirs, executors and administrators of the one part and the Director, Sri Venkateswara Institute of Medical Sciences, T.T.D., Tirupati (which expression shall unless by or repugnant to the subject or context, include his accessors in office and assigns) of the other part.

Whereas quotation dated tendered by the contractor has been accepted by Sri Venkateswara Institute of Medical Sciences, TTD., Tirupati and LETTER OF INTENT No. / Purchase Order No. Dt. (herein after referred to as the said order, which expression shall include any amendment thereof, or additions or modifications thereto) has accordingly issued in favour of the contractors, setting forth in detail the specifications, quantity, price, delivery terms and the special conditions governing the supply.

AN AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractors hereby agree to supply the stores strictly in accordance with the specification and as per approved sample(s) and all other terms and special conditions stipulated in the said order.
2. The contractors hereby further agree that the said order, together with the schedule, instructions and all special conditions shall be deemed to form part of this agreement as though separately set out herein and are included in the expression "contract" wherever used in connection with the said order.
3. The contractors agree that in all matters of disputes as regards the condition of supplies, after arrival at destination the decision of the Director, S.V. Institute of Medical Sciences, TTD., Tirupati shall be final and binding on the parties hereto.
4. The delivery period stipulated in the said order shall be deemed to be the essence of contract and the contractors hereby agree that the delivery period/date as mentioned in the said order, is guaranteed and in the event of S.V. Institute of Medical Sciences, TTD., Tirupati agreeing to accept supplies for such installment or for the entire quantity where no installment supply is stipulated, the contractors agree to pay to the S.V. Institute of Medical Sciences, TTD., Tirupati liquidated damages as described in the tender document without prejudice to the right of the S.V. Institute of Medical Sciences, TTD., Tirupati to exercise option under the said special condition for availing remedies available to the S.V. Institute of Medical Sciences, TTD., Tirupati under clause 5 hereof.
5. It is hereby further agreed between the parties hereto that failure on the part of the contractors to make supplies whether of a portion of the material or the entire quantity as per the terms of the said order, non-performance or non-supply in time regularly, or supply material which does not confirm to specifications, quality prescribed, or the samples approved, or which is found defective in any other way, or for the breach of any of the conditions stipulated either in the said order or in this agreement shall entitle enforcement of one or more of the following:
 - i) Cancellation of the said order in part or in whole.
 - ii) Forfeiture or adjustment of Earnest Money and/or security deposit (which may be in the form of bank guarantee or otherwise) in whole or to the extent considered necessary by the S.V. Institute of Medical Sciences, TTD., Tirupati and
 - iii) Recovery of extra cost, if any, incurred by S.V. Institute of Medical Sciences, TTD., Tirupati in procuring the materials from other sources by way of repurchase at the risk of expense of the contractors.
6. Whereas the contractor has desired the S.V. Institute of Medical Sciences, TTD., Tirupati to arrange 90% payment through their bank on presentation to the bankers copies of documents required as per the Purchase Order and the contractor binds himself for the description of the goods dispatched to correspond totally to the goods quoted. The balance 10% shall be paid after acceptance of the goods.
7. The contractor further binds himself for commissioning of equipment in the premises of the S.V. Institute of Medical Sciences, TTD., Tirupati.
8. Irrespective of the above payments, the contractor binds himself for satisfactory service and supply of necessary spares during the period of warranty.
9. Whenever under the terms of the said order, any sum of money is recoverable from and payable by the contractors, the S.V. Institute of Medical Sciences, TTD., Tirupati shall be entitled to recover such sum by appropriation, in part or whole, the Security Deposit deposited by the contractors. In the event of the security being insufficient or if no security has been taken from the contractors, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractors under the said order or any other contract with the S.V. Institute of Medical Sciences, TTD., Tirupati.

10. On due fulfillment of terms and conditions of this agreement by the contractors, the amount of Security Deposit herein before mentioned will be refunded after expiry of the guarantee / warranty period.

11. The contractor shall inform SVIMS about the change of local agent in India, immediately, if any such thing happens. In such a event it shall be the responsibility of the contractor / manufacturer / principal to see that the new agent agrees for all the terms and conditions as mentioned in the purchase order especially with reference to free supplies, warranty period and AMC charges.

12. The contractors hereby further agree that no suit in regard to any matter whatsoever arising under or by virtue of this agreement shall be instituted in any court save a court of competent jurisdiction at Tirupati , Andhra Pradesh, India or at the place of business from where the tender is quoted by the contractor.

13. CLEARANCE :

Demurrage, storage and any other charges will be claimed from you or from your principal for all shipments that reach us without proper dispatch documents or not endorsed properly and not accompanied by packing list, invoices, errors or omissions by descriptions, weights or measurements and for increased handling charges, due to improper packing.

14. RECEIPT & INSTALLATION OF EQUIPMENT :

a) should any deficiencies be established after receipt of the equipment, these must be made good by despatch under "No Charge" invoice. Any complaints in regard to materials will be notified within 90 days of receipt of consignment in our premises and any defective materials will be returned at your risk and cost and you should replace them with new goods/materials and deliver the same at free of cost including insurance, freight and customs duty. The port of entry shall be Chennai only.

b) It shall be your responsibility to fully cover all risks against direct damage and/or injury to our property and/or employees occurring during installation, testing/tuning and commissioning of equipment to the extent caused by the negligence of your employees, agents or sub contractors. You shall be responsible for this disassembling of equipments/machines, where necessary to facilitate their movement to the site and subsequent assembling and installation.

15. TRAINING FACILITY:

The contractor shall provide training as per the Purchase Order.

16. MAINTENANCE & PENALTY CLAUSE:

a) All the breakdowns shall be attended within 24 hours. The period of procurement of spares which are available locally, shall not exceed 3 days and which are not available locally, shall not exceed 7 days.

b) In the event, break down call is not attended within 24 hrs. or non-functioning of equipment exceeds the permissible period as mentioned in the Purchase Order, you have to extend the period of warranty / AMC period by 5 days for every one single day or you have to pay suitable compensation as decided by SVIMS. If the equipment is unattended within 24 hours / equipment is down continuously for 7 days or if the equipment is going out of order frequently with short intervals, the institute will withhold the security deposit and if it is not sufficient the excess amount will be claimed from you, and the decision of the institute will be final.

17. WARRANTY:

The main equipment and other accessories supplied carries a warranty of 05 years from the date of installation.

18. AMC CHARGES :

a) you have agreed to provide post warranty comprehensive Annual Maintenance Contract for 05 years at the rates specified in the Purchase Order.

b) The maintenance contract will be applicable for a period of 05 years after expiry of warranty period. The institute reserves the right to enter into the LAMC/CAMC.

c) During AMC you have to attend 4 nos. of maintenance calls and unlimited no. of break down calls.

d) The AMC amount will be paid in two installments i.e. 50% at the beginning and 50% after successful completion of the AMC period.

e) During comprehensive AMC period you have to bear the customs duty, Clearance charges and any other duties, except Service Tax.

f) It is the responsibility of the tenderer for getting the servicing from the original manufacturer for third party items during warranty and AMC period.

19. POST SALE PRODUCT SUPPORT:

a) you shall continue to support the equipment supplied by making available spare parts and assemblies of the equipment for a period of 10 years from the date of commissioning.

b) In the event of change of local agent by your principal, either your principle or his new agent has to continue the post sale services as per terms and conditions of the Purchase Order.

c) Should your principle decide to discontinue the product, for any reasons whatsoever, adequate notice shall be given to us to enable us to procure the requisite life time spares.

20. During warranty replacements, Institute will not bear any cost including customs duty.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

For and on his behalf to set his hand hereunto, the day and year first above written.

Manufacturer's Signature

Contractor's Signature

Signed by the said contractors
In the presence of:

1st Witness
Address and occupation

2nd Witness
Address and occupation

Signed by Dr. _____, Director-cum-V.C., the Sri Venkateswara Institute of Medical Sciences, TTD., Tirupati for and or behalf and by the order and direction of the Governing Council of the Sri Venkateswara Institute of Medical Sciences, Tirumala Tirupati Devasthanams, Tirupati, Andhra Pradesh.

Signature of the Director-cum-V.C
Sri Venkateswara Institute of Medical
Sciences, TTD., Tirupati.

PROFORMA OF PERFORMANCE SECURITY FORM (BANK GUARANTEE)

To
The Director , Sri Venkateswara Institute of Medical Sciences

Whereas..... (name and address of the supplier)
(hereinafter called "the supplier") has undertaken, in pursuance of contract
No.....dated..... to supply (description of goods and services
(hereinafter called "the contract"). And whereas it has been stipulated by you in the said contract that the
supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as
security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to
a total of(amount of the guarantee in words and figures), such sum
being payable in the types and proportions of currencies in which the contract price is payable, and we
undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract
and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid,
without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting
us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be
performed there under or of any of the contract documents which may be made between you and the supplier
shall in any way release us from any liability under this guarantee and we hereby waive notice of any such
change, addition or modification.

B.G., for an amount of Rs. _____.

B.G., validity up to _____.

This guarantee shall be valid until the date of issue of the 'Acceptance Certificate' issued by the
purchaser's representative.

Signature and seal of the Guarantor

Place

Date

SPECIFICATIONS FOR MULTIPARAMETER MONITOR TO THE DEPARTMENT OF Cardiology

1. Should be able to monitor 5 lead ECG, SPO2, NIBP, Respiration rate temperature and IBP – 2 Nos.
2. Should be portable with carrying handle
3. Should have screen TFT /LCD/LED display with at least 12 inches or higher with at least 6 waveforms and numeric display Simultaneously
4. Should have Lithium ion battery with 4 hours battery back up
5. Should have keys for quick access to main functions.
6. Should have adult, pediatric and neonatal modes
7. Should provide prominent prioritized audio, visual alarms for high, low heart rate, Spo2, RR, low battery and lethal arrhythmia recognition and ST Analysis
8. NIBP can be taken on manual/auto/stat modes.
9. Should provide following accessories:
 - (a). Reusable adult 5 lead ECG cable set – 3 Nos.
 - (b). Reusable adult & pediatric SPO2 probe finger probes - each 2 No.
 - (c). Adult and Pediatric NIBP cuff of different size with Tubing and connector
 - (d).. Reusable IBP Transducer with cable and suitable connector-1Nos
and holder / bracket.
 - (e). Rate of Reusable Neonatal Spo2 probe shall be quoted separately which will not be taken for evaluation.
10. Should work on 200-240V AC/50Hz with inbuilt rechargeable battery.
11. Should have safety certificate from a competent authority CE issued by a notified body registered in European commission/FDA (US) /STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid
12. Wall Mounting Stand
13. Should be connected to central station system

2 kg
Sr. BME

Σ. 27.
Sr. prof. i/c (P&S)

D. Nayashlaw
HOD of Cardiology

14. Documentation

14.1 User Manual

14.2 Service manual with Schematics Diagram in English

14.3 During warranty / AMC/C-AMC Maintenance to be performed 3 months once and yearly once calibration to be performed and calibration certificate valid for one year with valid traceability certificate. Reports should be submitted time to time.

14.4 List of Equipments available for providing calibration and routine maintenance

Support as per manufacturer documentation in service / technical manual.

List of important spare parts and accessories with their part number and costing.

14.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.

14.6 The job description of the hospital technician and company service engineer should be clearly spelt out.

E. King
Sr. BME

L. S. P.
Sr. Prof. i/c (P&S)

D. Neeraj Kumar
HOD of Cardiology

CENTRAL STATION – 01 No

1. Should have capability of monitoring all beds on central station for patient monitoring with atleast two waveforms from each bedside being viewed. Additional parameters to be displayed in numeric form.
2. Should have dual displays, one for continuous display of all beds and other for trend review, full disclosure etc.
3. Size of both the displays should be atleast 21 inch flat screen TFT.
4. Should have facility for alarm review capability of a minimum of two waveforms per event.
5. Should have storage of minimum of 40 events.
6. Should provide multi-lead arrhythmia analysis. Arrhythmia algorithm should be accurate and validated against AHA/MIT tapes.
7. Laser printer should also be included for printing of data including 'holter like' full disclosure reports and vital sign data from bedside.
8. Should have 24 hour full disclosure for atleast three waveforms.
9. Should have facility for remote access of patient data including waveforms and numerics. Remote patient data should be viewed at Consultants residence through modem or at Chamber.
10. Should also include three viewing station with licence for viewing this data which should be Latest Pentium Platform, 250GB HDD, 8GB RAM with battery for mobility.
11. Suitable rated UPS of 30 minutes backup to be provided for the Complete System i.e. for Monitors and Central Stations.
12. Slave monitor of 26 inch- 01 nos.

Khay
Sr. BME

Sr. prof. i/c (p & S)

D. Nayaschlu
HOD of Cardiology