# TENDER FOR SUPPLY & INSTALLATION OF HOSPITAL EQUIPMENTS FOR CIVIL HOSPITSAL SHILLONG UNDER THE DIRECTORATE OF HEALTH SERVICES (MI), GOVERNMENT OF MEGHALAYA

# ISSUED BY THE OFFICE OF THE DIRECTOR OF HEALTH SERVICES(MI) GOVERNMENT OF MEGHALAYA

BID REFERENCE NO.	:	No.HSM/PB/54/2022/57771 dated 29/11/22
DATE OF COMMENCEMENT OF SALE	:	1 <sup>st</sup> December, 2022
OF BID DOCUMENT		
LAST DATE FOR SALE OF BID DOCUMENT	:	9 <sup>th</sup> December, 2022
LAST DATE & TIME OF RECEIPT OF BID	:	9 <sup>th</sup> December, 2022
TIME AND DATE OF OPENING OF BID	:	4:00 P.M on 9 <sup>th</sup> December, 2022
PLACE OF OPENING OF BID DOCUMENTS	:	Office Chamber of DHS(MI) at Shillong.
ADDRESS FOR COMMUNICATION	:	DHS (MI), Red Hill Road, Laitumkhrah, Shillong.
COST OF TENDER DOCUMENTS	:	Rs. 2000/-(Rupees Two thousand) only

Bidding Document issued to
M/s
On dated against the receipt of Rs (
) only in the form of
DD No
Dated
DHS (MI),
Meghalaya, Shillong

### Name and Address of the Purchasing/Implementation Organization.

# OFFICE TO THE DIRECTOR OF HEALTH SERVICES(MI), MEGHALAYA, SHILLONG.

Telephone No:\_\_\_\_\_

Fax No.

### **INVITATION FOR BID**

Sealed bids affixing Non-Refundable Court Fee Stamp of Rs. 500/- under two bid system in two separate sealed covers duly marked "Techno-Commercial Bid/Bid-A" and "Price Bid/Bid B", placed in another sealed cover/envelope, are invited by DIRECTOR OF HEALTH SERVICES (MI), Meghalaya, Shillong for supply & installation of Hospital Equipments for Civil Hospital Shillong as per specification and terms and conditions from reputed and experienced manufacturers or their authorized distributors/dealers and shall be received till <u>3:00 P.M on 9<sup>th</sup> December, 2022</u>.

### Scope of Work:

Bidder's scope of work and supply shall comprise of supply, installation and satisfactory demonstration of equipments as mention in list of specifications.

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

### (1) ELIGIBILITY CRITERIA:

- I. Bidder shall be either a manufacturer of Hospital Equipments/Items or authorized dealer/distributor of a manufacturer.
- II. The Bidder shall clarify/state whether he/they are manufacturer, accredited agent or sole supplier indicating principal's name & address. The offers of firms who are not manufacturers or direct authorized agent will not be summarily rejected. Sub distributors will not be accepted.

## (2) <u>GENERAL CONDITIONS:</u>

A complete set of bidding documents may be purchased by any interested eligible bidder on payment of the cost of tender document (non-refundable) of Rs.2,000/- in the form of D.D. favoring the Director of Health Services (MI), Shillong, Meghalaya. The Bidding document may be obtained during office hours on all working days. Tender document without Money Receipt for the cost of the Tender Document will not be accepted.

- I. Any Amendments will be notified accordingly and the amendments shall be binding on the bidders. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.
- II. The bidders will have to submit their tenders in the tender box kept for the purpose in the office of the DHS (MI), Shillong and the TECHNICAL BID will be opened as notified in the presence of the intending Bidders. No tender will be accepted beyond the time schedule as mentioned in the tender documents.

- III. All bids must be accompanied by Earnest Money Deposit as specified, favoring DHS(MI), Meghalaya, Shillong in the form of Demand Draft or Bank Guarantee drawn in favor of DHS(MI) Meghalaya, Shillong and must be furnished with the bid. In case of Bank Guarantee the same should be valid for a period of 1(one) year from the date of opening. Tenders not accompanied with EMD/Bid Security shall be summarily rejected. No interest will be paid on EMD/Bid Security.
- IV. The EMD shall be retained as partial security till finalization of the tender but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be released within 30 days after the finalization of the Tender.
- V. Bids shall be opened in presence of bidders/representatives who intend to attend, on the specified date and time.
- VI. The bid and all correspondence and documents shall be in the English language.
- VII. The tender document is not transferable.
- VIII. The tender document shall be signed by the bidders in all the pages with official seal as a token of having understood and accepted all terms and conditions as mentioned in the tender document.
  - IX. Tender Inviting Authority may at any time ask for presentation of the quoted model of the equipment/product during the technical evaluation, if required, free of cost against which it is tendered, failing with their bids/offer will be rejected. The bidders are intimated that they should get ready for the presentation at any time as stipulated by the bid inviting authority. Any request for extension of time for presentation of the quoted model will not be entertained after the stipulated date.
  - X. Interested eligible bidders, if so desire, may obtain further information from the office of the tender inviting authority.
  - XI. The DHS (MI) on behalf of the Department of Health & Family Welfare, Govt. of Meghalaya is not bound to accept the lowest quoted rates and reserves the right to reject any tender or part thereof without assigning any reason and without any liability or liquidated damages.

- XII. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on 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 accepts the offer. The bidders/representatives who are present in the opening shall sign evidencing their attendance.
- XIII. The Price Bid of only items which have been found to be technically suitable (after inspection and selection of samples by the technical evaluation committee) will be considered for price comparison and rate evaluation.
- XIV. The decision of the Committee on technical suitability and quality shall not be opened for discussion. Every bidder must go through the terms and conditions of bid carefully and understand them before submitting the Bid. No excuse that the conditions have not been read or understood will be entertained later.
- XV. Orders will be placed with the selected bid parties and payment will be made to them directly. In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the bid itself.
- XVI. Rates (separately mentioning the GST) should be quoted separately for each item according to the unit asked together with manufacturer's name. Price quoted should be inclusive of all charges like insurance, freight Packing, forwarding and duties, cess etc. which are or may become payable by the bidder under existing or future laws or rules of the country.
- XVII. In case of imported items, tenderers are required to quote FOB & CIF value separately duly mentioning the break up details for freight and insurance. This condition should be strictly adhered to, failing which their offer will be summarily rejected.
- XVIII. The Tender rates should be kept open/valid for a period of 365 days from the date of tender opening.
- XIX. Bidders are requested to retain a copy of the Bid Schedule indicating the rates offered by them for various items in the Schedule.

- XX. No Bidder shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rate quoted by them during the contract period.
- XXI. Bids not accompanied by the Earnest Money Deposit in the form specified will not be considered.
- XXII. The bidder which fails to honor the SUPPLY ORDER of WARRANTY PERIOD, the EMD/SECURITY DEPOSIT of the bidder will be forfeited. Further, the bidder will also be **blacklisted for 3 years** to trade with the Government of Meghalaya.
- XXIII. The successful bidder shall execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder as per proforma in "Annexure F" within 10 days from the date of the intimation from purchaser informing that his bid has been accepted. This will be preceded by a letter of Intent to be given to the successful bidder immediately after the bid process is closed. The bidder shall have to pay the expenses for the execution of the agreement.
- XXIV. Failure to execute an agreement within the contract period on the part of the successful bidder or withdrawal of his bid after the intimation of acceptance of bid has been sent to him or failure to comply with the contract owing to any other reason will entail cancellation of his contract. Also the Earnest Money Deposit paid by him along with his bid will be forfeited and the bidder will also be liable for all damages sustained by the DHS (MI), by reason of such breach.
- XXV. The Security deposit shall be refunded to the bidder within three months after the expiry of the contract except in the event of any dispute arising between the DHS(MI) and the Bidder.
- XXVI. Installation, demonstration, operational techniques and associated services, if any, to be provided by the bidder free of cost.
- XXVII. The Director will be at liberty to terminate, without assigning any reason contract either wholly or in part on one month's Notice. The bidder will not entitled to any compensation whatsoever in respect of such termination.
- XXVIII. The Successful Bidder may not sublet or substitute the approved model or manufacturer with goods manufactured by other companies or manufacturers. Any action on the part of the successful bidder to substitute the items without Department of Health & Family Welfare, Govt. of Meghalaya

prior approval of the concerned authority will invite breach of contract and forfeiture of Security Deposit besides being blacklisted for supply to Government of Meghalaya and be liable for any action taken up against the bidder as may be deemed appropriate by the concerned authority.

- XXIX. The Contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender, the settlement should be by a Civil Court at Shillong.
- XXX. Any attempt on the part of the Bidders or their agents to influence the department in their favor by personal canvassing with the officers concerned will disqualify the bid.
- XXXI. A presentation or a demonstration of the product / system shall be provided, if requested, at the Vendor's expense.

### (3) SERVICE AND WARRANTY MAINTENANCE

- i. Warranty Maintenance: The equipment supplied shall be covered under comprehensive warranty of 1 year, and any maintenance or repair arising during this period including replacement of parts if any, shall be carried out by the supplier at his own cost without any cost liability on the client user. Bidders should also quote for CMC charges for another 5(five) years after warranty period without which their bid will not be entertained. The comparison of prices will be made on the total cost of the Machines without the 5 years CMC.
- ii. The Supplier shall agree to provide training to technical staff for the purpose of maintaining the machines free of costs or included in the Tender Price.
- iii. Guarantee from Equipment Manufacturer: The Successful bidder shall submit a letter from the manufacturers of the equipment being supplied that they shall ensure full guarantee/warranty obligations during the warranty period. They shall also confirm that they shall provide Comprehensive Annual Maintenance Services for at least 5 years after the expiry of warranty period, in terms of Comprehensive Maintenance Contract to be entered between the Supplier / Manufacturer and purchaser.

- iv. Response Time for Breakdown calls: Maintenance personnel shall attend to the breakdown within 72 hours of reporting the fault. Certificates / Service Reports to this effect to be submitted accordingly.
- v. Preventive Maintenance: During the Warranty period and CMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.
- vi. Free demonstration, operation and maintenance training of the assigned personnel shall be provided by the bidder at no extra cost.
- vii. Vendor must ensure that supply of spares for the quoted system will be made available for not less than 10 years from the date of installation of the machine.

### (4) PAYMENT TERMS:

 Payment will be made only after a Technical Officer from the Directorate of Health Services (MI) certifies that the supply, installation and satisfactory demonstration of the Hospital Equipment have been completed successfully.

## (5) TECHNO-COMMERCIAL BID 'COVER A'

- i. All bid must be accompanied by bid Security/Earnest Money deposit (EMD) of <u>Rs.50000.00</u> (Rupees Fifty thousand) only. Tender belonging to SC/ST may deposit 50% of the amount subject to production of SC/ST certificate. The EMD above should be specified in the form of Demand Draft/Bank Guarantee in favor of DHS(MI), Meghalaya, Shillong. EMD submitted in any other form or bid without EMD shall not be accepted.
- ii. Money Receipt for the cost of the Tender documents to be submitted along with the Tender.
- iii. Valid manufacturing license/import license for the products offered.
- iv. Authorization from the manufacturer/Importer for the items quoted as applicable if bidder is an authorized agent of manufacturer.
- v. Bidders to furnish Quality assurance certification like ISO, CE etc. Bidders quoting on behalf of their manufacturer should also attach said certificate of their manufacturer to select reputed and quality products failing which their offers may be summarily rejected.

- vi. Bidder's Valid GST Certificate
- vii. Valid Trading License Certificate for Non Tribals. No work will be allotted to Non Tribal bidder, except under a valid Trading License issued by the Khasi Hills Autonomous District Council, Shillong. Tribal Bidder need to produce the Trading License exemption certificate.
- viii. Undertaking in the form at**(Annexure A)** confirming acceptance of all terms and conditions of the bid.
- ix. Bidders contact details along with name of Proprietor/Director, address, telephone & fax numbers e-mail id, bankers and bank account to be furnished.
- x. In case of partnership bidder, the Partnership deed should be enclosed along with the bid.
- xi. The firm has to give an affidavit on a non-judicial stamp paper of Rs.10/attested by the Notary Public (in original) that there is no vigilance/CBI case and arbitration cases with the Government of Meghalaya pending against the firm/supplier. (Annexure B)
- vii. Undertaking on non-judicial stamp paper of Rs.10 duly attested by the Notary Public (in original) that the firm and the Proprietor/Director of the firm has never been blacklisted by any institution Government or Private (Annexure C).
- xiii. Bidder's attested copy of PAN Card to be furnished.
- xiv. Authorized Distributor should have experience with Director of Health Services (MI)/(MCH&FW) Meghalaya. Work orders issued in the previous year should be enclosed.
- xv. Catalogue, literature (where applicable) of all the items being offered.
- xvi. Each page of the bid document shall be duly signed by the bidder with official seal as an acceptance of all the terms and conditions as laid down in the bid document.
- xvii. List of items quoted shall be furnished. These lists not indicate prices of the items and hence shall constitute the Un-priced Bid of the Bid Document. The

list shall specifically indicate the model and manufacturer against each item quoted.

- xviii. Technical Compliance Statement to be submitted as per Technical Specifications (Annexure D). Deviations if any to be mentioned clearly. However Purchaser reserves the right to accept or reject such deviations.
- xix. Supply Order copies of the Institution supplied by the Bidder/Manufacturer.
- xx. Bidder CA Certificate with their Annual Turnover amount of last 3 years should be enclosed.
- xxi. Bidder Balance sheet and IT return copies must be submitted. Tribal Bidder can produce the ST Certificate.
- xxii. The bid shall be kept open for a period of 365 days from the date of opening of the bid documents. In exceptional cases, the bidders may be requested by the client user to extend the validity of their bids up to a specified period. Such request and responses thereto shall be conveyed by email or by fax. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. Bids of bidders not willing to accept the request for extension of validity will no longer be considered for evaluation.
- xxiii. Users list of quoted equipments.
- xxiv. Tenderers and Manufacturer should give an undertaking stating that "The equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the warranty period.
- xxv. Check list to be filled up and signed.(Annexure E)

All the important documents mentioned above along with duly filled in Undertaking of Agreed Terms and Conditions, shall be submitted in separate sealed cover super scribed as:

# COVER'A' (TECHNICAL BID): BID DOCUMENT FOR SUPPLY & INSTALLATION OF HOSPITAL EQUIPMENT FOR CIVIL HOSPITAL SHILLONG UNDER DHS(MI), GOVERNMENT OF MEGHALAYA

DUE AT\_\_\_\_\_\_Hrs ON \_\_\_\_\_\_& addressed to the DHS (MI) Meghalaya, Shillong.

### (6) <u>PRICE/FINANCE BID – COVER B"</u>

- i. Bid shall be type written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.
- ii. The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Custom Duty, Excise Duty, GST, Freight, Insurance etc. All applicable taxes shall be indicated in the Tender.
- iii. The cost for installation, initial set-up and programming shall be included in the tender price.
- iv. No payment will be made for rejected stores. Rejected items must be removed by the bidder within two weeks of the date of rejection at their own cost and are to be replaced immediately. In case they are not removed the same will be auctioned off at the risk and responsibility of the vendor without further notice.
- v. Each page of the price bid shall be duly signed by the bidder with official seal.
- vi. The Priced Bid shall not be opened of those bidders who have not complied with the provisions of the bid document or EMD clause or who have not complied with the provisions/technical specification of the bid document.
- vii. The bidder shall submit the price quotations in a separate sealed cover super scribed as

# COVER 'B' PRICE BID: BID DOCUMENT FOR SUPPLY & INSTALLATION OF HOSPITAL EQUIPMENT FOR CIVIL HOSPITAL SHILLONG UNDER THE DHS(MI), GOVERNMENT OF MEGHALAYA.

DUE AT HRS ON\_\_\_\_\_\_ & addressed to the DHS (MI) Meghalaya, Shillong.

**#NB:The Cover 'A' and Cover 'B' shall be separately sealed and both these covers shall be** put in another sealed cover super scribed as:

# BID DOCUMENT FOR SUPPLY & INSTALLATION OF HOSPITAL EQUIPMENT FOR CIVIL HOSPITAL SHILLONG UNDER THE DHS(MI), GOVERNMENT OF MEGHALAYA.

DUE AT \_\_\_\_\_\_ HRS ON \_\_\_\_\_\_ & addressed to the DHS (MI) Meghalaya, Shillong.

(7) OPENING OF BIDS

- a) Cover 'A' i.e. Techno-Commercial Bid shall be opened at the office of the DHS(MI), on the date and time specified in presence of the intending bidders or their authorized representatives.
- b) Cover 'B' i.e. the Price Bid of the bidders who meet the eligibility criteria evaluated based on the details furnished in Cover 'A' shall only be opened and the date and time of opening of Cover 'B' shall be intimated to the eligible/short listed bidders.

## (8) <u>BID EVALUATION</u>

Awarding of tender will be based upon the following:

- Quality
- Price
- Vendor performance
- Patient comfort and safety

The evaluation shall be done on total cost of the entire supply as per the bid document and after technical evaluation and suggestion by a committee of technical experts. Lowest rate is not the criteria for evaluation; rather the contract will be awarded to the bidder who can provide the best quality products and services including training. Bidders may submit copies of supply orders or installation reports of similar items as quoted by them.

# (9) CHANGES / REVISION RATES

a) No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

## (10) <u>STATUTORY TAXES/DUTIES</u>

In case of any enhancement of GST due to Statutory Act of the Government, after date of submission of the bids and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the bid. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract. However this will be restricted to claims of G.S.T only and not claims of enhancements of other duties/cess/levies etc.

Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria and at a later date, during currency of the contract, even if excise Duty becomes chargeable on goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

## (11) <u>PERFORMANCE SECURITY DEPOSIT:</u>

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit as stipulated earlier in the bid document in the form of Bank Guarantee/Fixed Deposit Receipt in favor of the client user valid for a period of 5 years. The Security Deposit shall be returned on completion of the Warranty period of the goods supplied. The Performance Security of **Rs.1,00,000.00** (Rupees One lakh)only in the form of BG/DD will have to be furnished within 15 days of receipt of letter of Intent (LOI).

However, if the supplier fails to execute the order, fails to perform the services as per contract, in addition to other penal actions, the Performance Security shall be en-cashed & the amount forfeit d.

# (12) <u>AGREEMENT</u>

The successful bidder shall execute an agreement on non-judicial stamp paper of Value of Rs.100/- (stamp duty to be paid by the bidder) as per proforma in (**Annexure-F**) within 10 days from the date of the intimation from client user informing that his bid has been accepted.

# (13) <u>ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD</u>

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

# (14) <u>NON ASSIGNMENT</u>

The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

# (15) <u>DELIVERY CONDITION</u>

- The Supply of items and successful commissioning shall be completed within 60 days for goods manufactured in India and 120 days for good of foreign origin from the receipt of the Letter of Intent.
- ii. The Supply, installation, commissioning of the equipment and trial run have to be done at site by the Supplier or his authorized agent. No additional charges for these services shall be paid.

# (16) <u>FORCE MAJUERE</u>

The above condition of delivery period, reduction & termination etc. are subject to majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes.

On specific request made by the bidder the time period of supply may be extended by the DHS(MI) at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labor dispute, failure of sub-vendor and increase in cost of raw material.

# (17) LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the contract. The purchaser shall not entertain any request for clarification from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

# (18) <u>WAIVAR / ALTERATION</u>

Bidders request for waiver, alteration etc in respect of bid document fee. EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests.

## (19) <u>SAVING CLAUSE</u>

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

## (20) <u>RIGHT TO REJECT TENDER</u>

(a) Purchasing Authority reserves himself the right to accept the bid or to reject the whole bid for any one or more of the items at any moment without assigning any reason thereof.

(b) Purchasing Authority is not bound to accept the lowest rates. Also this office may increase or decrease the quantity shown in the tender depending on the actual requirement.

Non-Performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any bid of Meghalaya Government for the next 3 years, in addition to the forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.

DHS(MI) Meghalaya, Shillong.

Dated: \_\_\_\_\_

#### **UNDERTAKING CONFIRMING ACCEPTANCE OF TERMS AND CONDITIONS**

Τo,

Director of Health Services (MI) Meghalaya, Shillong.

Sir,

I, \_\_\_\_\_\_, on behalf of M/s \_\_\_\_\_\_ having registered office at \_\_\_\_\_\_\_, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period 365 days from the date of opening of bid document.

I/We undersigned hereby bind myself/ourselves to the Office of the DHS(MI), MEGHALAYA, SHILLONG to undertake the project for Supply & installation of Hospital Equipment for Civil Hospital Shillong. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of the DHS(MI) (hereinafter called the said Purchaser) as regards to the quality and specifications of article shall be final and binding on me/us.

I/We have understood the stipulations of the terms and conditions and confirmed acceptance of these terms. It is also confirmed that the quotation has been prepared in conformity with these stipulations.

### We undertake and confirm that:

- 1. Supply shall be done by us or our authorized agent at no extra charge.
- 2. Comprehensive warranty: The medical equipment, supplied shall be covered under comprehensive warranty for 1 year, and any maintenance or repair arising during this period specified above including replacement of parts if any, shall be carried out by us at our own cost without any cost liability on the purchaser.

- 3. Warranty obligations: We confirm warranty obligations valid for a period specified above from the date of commissioning of the supplied equipments. We also confirm that we shall provide Comprehensive Maintenance Services directly or through the manufacturer for at least 5 years after expiry of warranty period, in terms of Comprehensive Maintenance Contract to be entered into between us / Manufacturer and the Purchaser. Response Time for Breakdown calls: Maintenance personnel shall attend to the breakdown within 72 hours of reporting the fault.
- 4. **Preventive Maintenance:** During the warranty period and CMC, in addition to attending break down calls, there shall be regular quarterly preventive maintenance visits.
- 5. **Operation & Maintenance manuals:** We shall furnish for each unit a set of operation & maintenance manuals along with circuit diagram and spare parts list of the equipment.
- Installation, Commissioning & Warranty Service: Supply, installation, commissioning, demonstration of the equipment & subsequent, warranty servicing shall be done at site by us or our authorized agent at no extra charge.
- 7. We agree to the conditions of the Bid Document under which the Earnest Money Deposit and Performance Security Deposit shall be forfeited by us.
- 8. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser / auditors to have been over paid; the amount so found shall be refunded by me/us.
- 9. We hereby undertake to supply the items during the validity of the bid as per direction given in supply order within the stipulated period.
- 10. The bid inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
- 11. We understand all the terms and conditions of the contract and bind myself /ourselves to abide by them.
- 12. We further understand that you are not bound to accept the lowest or any tender you may received against your above-referred Bid document.

- 13. We hereby declare that there is no vigilance/CBI or Court case pending/contemplated against us at the moment.
- 14. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
- 15. We confirm that we fully agree to the terms and conditions specified in above mentioned Bid document, including amendment/corrigendum, if any.
- 16. We confirm that the rates will be kept valid for a period of 365 days from the date of opening of the tender document.
- 17. We confirm that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the warranty period.

Bidders Signature

## **BEFORE THE FIRST CLASS MAGISTRATE**

dated	
	dated

We hereby declare that we M/S \_\_\_\_\_\_ have not been black listed in the past by any Institution, Government or Private and no vigilance/CBI case or arbitration cases with the Government of Meghalaya pending against the firm/Supplier.

Name and address of Bidder

Dated \_\_\_\_\_\_.

# DECLARATION OF NOT HAVING BEEN BLACKLISTED

dated
Proprietor/Director of M/s. have not been black-listed

Name and address of Bidder

Dated \_\_\_\_\_.

# **SPECIFICATIONS:**

# 1. Syringe Infusion pump:

Weight	2.1kg (approximately, including pole clamp)	
Dimension	307mm x 133mm x 128mm (not including pole clamp)	
AC Power Supply	220-230V or 110-120V.	
	12VA(not user adjustable at 50-60Hz	
Battery type	Rechargeable 12V DC Nickel Metal Hydride (Ni-MH)	
	Typically 4 hours at 5mL/h	
KVO Rate	0.5mL/hr (continuous mode, not VTB)	
Programming Range		
Infusion rate	0.1mL/h to 1200mL/h dependent on syringe size	
Volume to be infuse(VTB)	0.1mL to 9999mL	
Battery type KVO Rate Programming Range Infusion rate	12VA(not user adjustable at 50-60Hz Rechargeable 12V DC Nickel Metal Hydride (Ni-MH) Typically 4 hours at 5mL/h 0.5mL/hr (continuous mode, not VTB) 0.1mL/h to 1200mL/h dependent on syringe size	

## **Occlusion sensing- Pressure Levels**

Low(L)	300mm HG <u>+</u> 100mmHg	40.0kPa <u>+</u> 13.3 kPa
Medium(C)	500mm HG <u>+</u> 100mmHg	66.7kPa <u>+</u> 13.3 kPa
High (H)	800mm HG <u>+</u> 200mmHg	106.7kPa <u>+</u> 26.7 kPa
Drive Accuracy	<u>+</u> 2% (Linear Accuracy)	

# Pump Body weight mode

Mass Units	mcg/kg/min or mg/kg/hr
Body Weight	0.1kg to 300kg
Drug mass	0.1mg to 999.9mg
Solution Volume	0.1mL to 999.9mL

# 2. Infusion pump:

Infusion rate	1mL/h to 1200mL/h
Flow Accuracy	<u>+</u> 5% (accuracy of qualified infusion set after calibration)
Priming/Bolus Dosage rate	1000 mL/h
Infusion volume	1 mL to 9999mL
Accumulative Volume	0mL to 9999mL (0.1mL increment)
History records	Upto 1500 records
Occlusion Alarm threshold	High:107.1kPa to 174.8kPa
	Middle:54.1kPa to 110.2kPa
	Low:2 kPa to 45.1kPa

Ultrasonic bubble detector sensitivity <u>&gt;</u>		
KVO Rate	0 mL/h to mL/h (adjustable, 1mL/h increment)	
Power Supply	AC 110-230V- 50-60 Hz	
	Built-in battery: DC 12 V rechargeable lithium iron	
phosphate battery can allow the pump to operate at		
infusion rate of 25mL/h (middle infusion rate specified		
EN60601-2-24:2015) for over 5.5h, after it is charged		
	16 hours.	
Dimensions	282mm(L) x 170 mm(W) x 120mm (H)	
Weight	2 kg(include I.V clamp, customizable)	
Infusion size	Compatible with 9 different brand of disposable infusion	
	sets.	
Patient monitor (with Adult Accessories) with basket and trolley:		
Display size	10.4inch, color TFT type LCD	
Resolution	800 x 600 dots	
Number of waveforms	PVM=-2701: 4, PVM – 2703:5	
Waveform display mode	Non-fade fixed	

3.

Number of waveforms	PVM=-2701: 4, PVM – 2703:5
Waveform display mode	Non-fade fixed
Sweep speed (ECG, Pulse)	6.25, 12.5, 25 or 50 mm/S
Sweep speed (Resp)	1.56, 6.25,12.5 or 25mm/S
Parameters	PVM-2701: ECG(3/6 lead), Resp, SpO₂, NIBP, Temp
	PVM-2703: ECG(3/6 lead), Resp, SpO <sub>2</sub> , NIBP, Temp, CO <sub>2</sub> ,
	IBP
Trend Table/Graph	120 hours
Arrhythmia recall	120 hours
Full disclosure	120 hours(ECG or pulse wave)
Alarm history	120 hours
Battery operation time	3 hours
Recorder	3 traces (option)
Network interface	QI-202P (option)
Transmitter interface	QI-201P (option)
Interbed	8 beds
Dimensions	283W x 240H x 143D mm
Weight	3.5kg

# 4. Defibrillator (Adult) with pacing and on trolley:

Dimensions	311 (W) x 288 (H) x 242(D) mm
Weight	TEC-5621: 6.8 kg (including battery and external paddle) TEC-5631: 6.9 kg (including battery and external paddle)
Display	6.5 inch color LCD
Energy Selection	2 – 270J
Battery operating time	180 minutes continuous monitoring
	100 discharge at 270 J
	120 minutes fixed mode pacing (180 pulses/min, 200mA)
Charging time	Less than 4 seconds to 200 J (in both AC and fully charged battery operation)

# 5. Video Laryngoscope (Ambu), King vision (A Blade) with its accessories: REUSABLE DISPLAY / VIDEO ADAPTER

Batteries	3 AAA (Alkaline recommended)	
Battery life	Material About 80 min, (Battery flashes red when batte changed).	
Computerized Power Management system	Camera Chip Automatic gain and exposure control	CMOS
Videos Aspect	Camera Resolution 4:3	640 x 480VGA
Video Port Video Refresh Rate Video Resolution Video Screen Video Screen size	Light source RCA connection to mo 30 frames per second 320 x 240(QVGA) TFT LCD Display 6.1cm /2.4" diagonal	White LED nitor with cable
<b>Disposables Blades</b> Anti –fog AP height of Blade Blade Length	Coating on distal lens 13mm (non-channeled 18mm (channeled) 17cm	):

Blade width	26mm (standard) 29mm (channeled)
Disposable material	16mm at distal tip polycarbonate/TPE
ET size	6.0 mm – 8.0mm(Channeled blade)

### 6. Portable ECG with all its accessories and on trolley:

Dimensions	256 W x 128 H x 349 Dmm
Weight	4.2 kg (without battery and recording paper)
Battery operation time	30 minutes
Display	7 –inch color TFT LCD
Number of recording channel	3, 3 + rhythm, 6, 12
Paper speed	5, 10, 12.5, 25, 50mm/s
Recording paper	210mm width

### 7. Portable Ultrasound

#### SYSTEM SPECIFICATIONS

System weight: 9.21 lbs/4.18 kg with battery Dimensions: 12.8" x 12.1 x 2.5"/ 32.6 cm x 30.7 cm x 6.4 cm (Lx WxH) Display:12.1"/30.7 cm diagonal LCD (NTSC or PAL) with chemically-etched glass layer

Viewing Angles: 85 degrees up/down/left/right			
Architecture:	All-digital broadband		
Dynamic range:	Up to 165 dB		
Gray scale:	256 shades		
HIPAA compliance:	Comprehensive tool set		

#### **IMAGING MODES**

2D/ Tissue Harmonic Imaging/M-ModeVelocity Colour Doppler / Colour Power DopplerPW, PW Tissue Doppler and CW Doppler angle, correct after freeze

#### **IMAGE PROCESSING**

Sono ADAPT" Tissue Optimization SonoHD2" Imaging Technology Dual Imaging, Duplex Imaging, 2x pan/zoom capability, Dynamic range and gain Colour HD Technology

#### **STEEP NEEDLE PROFILING**

C35x- Nerve, MSK, Spine

HFL38xi -Nerve, MSK, Breast, Small Parts, Arterial, Venous HFL50x- Nerve, MSK, Breast, Small Parts L25x - Nerve, MSK, Arterial, Venous HSL25x Nerve, MSK, Arterial, Venous L38xi - Nerve rC60xi - Nerve, MSK

#### USER INTERFACE ANDREMAPPABLE CONTROLS

Softkeys to drive advanced features Programmable A and B keys: each can be assigned by the user for increased ease of use Low profile keyboard, sealed completely to edge for maximum infection control Track pad with select key for easy operation and navigation Doppler controls: angle, steer, scale, baseline, gain and volume Image acquisition keys: review, report, clip store, save Dedicated Auto Gain and exam keys to allow quick activation Color controls: size/position, angle, scale, baseline and invert

#### TRANSDUCERS

**Broadband/Multifrequency:** Direct Clear Technology (rC60xl, P19x) Armored Cable Technology (Optional on rC60x, P19x, L38xi, L52) Linear Array, Curved Array, Phased Array Multiplane TEE and Micro-Convex Center line marker for linear transducers

**Exam types**: abdominal, breast, cardiology, gyn, lung, musculoskeletal, neonatal, nerve, ob, ophthalmic, orbital, small parts, spine, superficial, TCD, arterial, venous

#### DURABILITY

Drop-tested at 3 feet/91.4 cm

#### **APPLICATION SPECIFIC CALCULATIONS**

OB/Gyn/Fertility: Diameter/ellipse measurements, volume, ten follicle measurements, estimated fetal weight, established due date, gestational age, lastmenstrual period, growth charts, user-defined tables, multiple user-selectable authors, ratios, amniotic fluid index, patient report, humerus and tibia measurement and charts, HR, Fetal HR, MCA, UMBA, OvarianVolume, Follicle Volume, Uterine Volume, EndometrialThickness

**Arterial**: Diameter/elipse/trace measurements, volume, volume flow, percent diameter and area reduction, Lt/Rt CCA, ICA, ECA, ICA/CCA ratio,peak trace, ICA/CCA ratio, patient report, HR, Bulb,Vertebral Artery, TAP

**Cardiac**: LVO, Automated Cardiac Output packageand patient report including: ventricular, aortic andatrial measurements; ejection fraction, volumemeasurements, Simpson's rule, continuity

equation, pressure half-time and cardiac output; IVC CollapseRatio, LAVRA Volume, TAPSE, PA AT, TVE, A, PHT, TVIL, MV time, Pulm Veins, LV Mass, TDI e, TDI a, HR, dP:dT, Qp/Qs Ability to view EF and FS simultaneously **Transcranial Doppler (TCD)**: Complete TCD packageincluding Time Average Peak (TAP)

#### ONBOARD IMAGE AND CLIPSTORAGE/REVIEWN

16GB internal flash memory storage capabilityStorage support for up to 500 patients Clip Store capability (maximum single clip length:60 seconds) Clip Store capability via either number of heart cyclesusing the ECG) or time base. Maximum storage inECG beats mode is 10 heart cycles. Maximum storagein time base mode is 60 seconds Start/Stop toggle capability for clips USB Auto Export Encryption of patient data on system Cine review up to 255 frame-by-frame'images

#### **MEASUREMENT TOOLS. PICTOGRAMS ANDANNOTATIONS**

2D; Distance calipers, ellipse and manual trace Doppler: Velocily measurements. pressure halt time auto and manual trace M-Mode: Distance and time measuremnents, heart rate calculation User-selectable text and pictograms User-defined, application-specific annotations Biopsy guidelines

#### CONNECTIVITY (EXTERNAL DATAMANAGEMENT)

SonoSite Patient Data Archival Software (PDAS) for Wireless/Wired Image, Report Management Q-path ultrasound management system DICOM Image Management (TCP/IP): Print and Store, Modality Work List, Storage Commit: Modality,Perform, Procedure Step PC Workstation Image Management (TCP/IP, USB): Direct writing capability to USB 2.0 mass storage removable media (PC and MAC compatible) Supported export formats: MPEG-4 (H.264), JPEG, BMP, and HTML

#### CONNECTIVITY (SYSTEM PORTS)

Ports, External Video/Audio: USB ports (2) ECG input (1) Integrated Speakers With Mini-dock:S-Video (in/out) to VCR for record and playback DVI output Composite video output (NTSC/PAL) to VCR or video printer Audio output Ethernet or Wireless Image/Data Transfer USB Port (1)RS-232 Transfer

#### POWER SUPPLY

System operates via battery or AC power Rechargeable lithium-ion battery AC: universal power adapter, 100-240 VAC,50/60 Hz input, 15 VDC outputLess than 25 sec from poweron to scanning

#### STAND AND PERIPHERALS Mini-dock, transducer and gel holders

AC Cord Retainer Larger baskets with easy removal feature for cleaning Casters to prevent accidental locking Optional Triple Transducer Connect (TTC) to quickly activate transducers electronically Optional foot switch Optional Power Park and Power Pack

#### **OPTIONAL PERIPHERALS**

Printers: Medical-grade black and white or color
External data input devices: Bar code reader
ECG Slave Cable and Adapter Kit: Used to interface with external ECG monitors
ECG module: 3-lead ECG - works with standard ECG leads and electrodes

# **CHECKLIST**

The Tender rates should be kept open/valid for a period of 365 days from the date of tender opening Name and address of Tenderer:

SI. No	Activity	Yes/ No/ NA
1	Have you enclosed EMD of required amount?	
2	Have you enclosed money receipt?	
3	Have you enclosed Manufacturing/Import license of manufacturer?	
	Have you enclosed Authorization certificate from manufacture if bidder is	
4	not the manufacturer?	
5	Have you enclosed ISO/CE/US FDA certificates of quoted items?	
6	Have you submitted GST registration Certificate?	
	Have you submitted Valid Trading License Certificate or Trading License	
7	exemption certificate ?	
8	Have you submitted undertaking as per "Annexure A"?	
9	Have you submitted bidders contact and bank details?	
10	Have you enclosed Partnership Deed? not applicable in case of	
10	proprietorship firm?	
11	Have you submitted Affidavit as per "Annexure B"?	
12	Have you submitted undertaking as per "Annexure C"?	
13	Have you submitted attested copy of PAN card?	
	Have you submitted Work experience of minimum 5 years with Director of Health Services (MI)/(MCH&FW) Meghalaya. Work orders of each year	
14	should be enclosed?	
15	Have you submitted catalogue/brochures etc?	
16	Have you sign all pages of Bid Document?	
17	Have you submitted list of items quoted "Un-Priced Bid" ?	
	Have you submitted the Technical Compliance Statement as per format in	
18	Annexure D"?	
	Have you submitted Bidder and Manufacturer Supply Order copies of	
19	institutions supplied?	
	Have you submitted Bidder CA Certificate with Annual Turnover of last 3	
20	years ?	
21	Have you submitted Bidder Balance sheet and IT return copies ?	
	Have you agreed that the bid shall be kept open from the date of opening of	
22	the bid documents?	
23	Have you submitted users list of quoted items?	
24	Have you submitted an undertaking stating that the equipment being	
	Department of Health & Family Welfare, Govt. of Meghalaya	

		offered is the latest model as per specifications and spares to be available for a period of 5 years after warranty period.	
İ	25	Have you filled in Check list "Annexure E"?	

(Signature with date)

(Full name, designation & address of the person duly authorized to sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the tendering firm)

Annexure – F

### FORM OF CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made

The \_\_\_\_\_\_ day of \_\_\_\_\_\_ year\_\_\_\_\_

Between

- (1) Name and Address of the Purchaser:
- (2) Name and Address of the supplier:

Whereas the Purchaser invited bids for certain good and ancillary services, viz., (insert: brief description of goods and services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (insert: contract price in words and figures) (hereinafter called the "the Contract Price"

#### NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- **1.** In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral Part of the Contract:
  - a) This Contract Agreement
  - b) General Condition of Contract
  - c) Technical Requirements (including Technical Specifications)
  - d) The Supplier's bid and original Price Schedules
  - e) The Purchaser' Notification of Award
  - f) [Add here: any other document]
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed:		
In the capacity of [insert: title or	other appropriate designation]	
In the presence of		
For and on behalf of the Supplier		
Signed:		
In the capacity of [in sert:	title or other appropriate designation]	
In the presence of		