Tender

# For

# Multi Parameter Monitors for Ward

At

# All India Institute of Medical Sciences, Jodhpur

NIT Issue Date	:	January 17, 2014.
NIT No.	:	Admin/General/181/2013-AIIMS.JDH
Last Date of Submission	:	February 07, 2014 at 03:00 PM



All India Institute of Medical Sciences, Jodhpur Basni Phase - II, Jodhpur – 342005, Rajasthan Telefax: 0291- 2012978, email: <u>aoadmin@aiimsjodhpur.edu.in</u> <u>www.aiimsjodhpur.edu.in</u> All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders for supply & installation of the following items at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

S.No	Item Description	Quantity	EMD
1.	Multi Parameter Monitors for Ward	25	1,80,000

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

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

The sealed quotations should reach the Institute, latest by February 07, 2013 at 03:00 PM and it will be opened on same day at 04:00 PM in the Conference Hall, Medical College, AIIMS, Jodhpur of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

# Terms & Conditions:

 Preparation and Submission of Tender: The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "Technical Bid for Tender for Supply of (Item Name)"and "Financial Bid for Tender for Supply of (Item Name)". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Tender for Supply of (Item Name)"

# 2. Earnest Money Deposit:

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

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

- **3. Tender Fee:** Tender fee will be Non-refundable amount of one thousand (Rs. 1000/-) on each item.
- **4. Rate:** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery Basis at AIIMS, Jodhpur, Rajasthan, Inclusive of all the Charges, with break-ups as:
  - Basic Cost.
  - VAT /CST as applicable.
  - Total Cost (F.O.R at AIIMS Jodhpur).

**5. Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

# 6. Delivery and Installation:

# i) For goods supplied from India:

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within the delivery period mentioned in the list of request Items (above), from the date of issue of purchase order.

#### ii) For goods imported directly from abroad:

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within the delivery period mentioned in the list of request Items (above), from the date of opening of Letter of Credit for shipment.

All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 2% per week of the total order value shall be levied subject to maximum of 10% of the total order value. The successful tenderer will also provide required training for supplied items at AIIMS Jodhpur. The goods should be manufactured after adoption of latest technology

If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the AIIMS, Jodhpur in writing about the same and its likely duration and make a request to AIIMS, Jodhpur for extension of the delivery schedule accordingly. On receiving the supplier's communication, the AIIMS, Jodhpur shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

# 7. Incidental Services:

The supplier shall be required to perform the following services:-

i) Installation & Commissioning, Supervision and Demonstration of the goods.

ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

iii) On Site training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment to the satisfaction of the user department.

iv) Supplying required number of operation & maintenance manual for the goods.

v) To provide non-locked open software and standard interface inter-operability conditions for networked equipments in hospital management information system, wherever applicable.

#### 8. Accessories & Consumables:

The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.

#### 9. After Sales Service:

After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

#### **10. Inspection:**

(i) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.

(ii) AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.

(iii) The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

(iv) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

#### **11. Documents:**

(i) All pages of the Tender should be numbered and indexed.

(ii) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

(iii) The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

#### 12. Insurance:

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

If the equipment is not commissioned and handed over to AIIMS, Jodhpur within specified period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the AIIMS, Jodhpur.

# **13. Tender Currencies:**

(i) The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.

(ii) For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed /undertaken in India.

(iii) Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

#### 14. Tender Prices:

In place of Financial Bid performa given earlier in Annexure III of NIT, the performa given in Annexure of Corrigendum should be used.

While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

(i) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST/ VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

(ii) any sales tax or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

(iii) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid;

(iv) the price of Incidental Services, as mentioned in List of Requirements and Financial Bid;

(v) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and

(vi) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

# For goods offered from abroad, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

(i) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Financial Bid;

(ii) the price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Financial Bid;

(iii) the price of goods quoted for delivery at AIIMS, Jodhpur as indicated in the List of Requirements, Financial Bid and Consignee List;

(iv) wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;

(v) the charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to AIIMS, Jodhpur, as specified in the List of Requirements and Financial Bid;

(vi) the charges for Incidental Services, as in the List of Requirements and Financial Bid;

(vii) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and

(vii) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

Additional information and instruction on Duties and Taxes:

If the Bidder desires to ask for excise duty, sales tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

# Excise Duty:

(i) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

(ii) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

(iii) Subject to sub clauses (i) & (ii) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

#### Sales Tax:

If a bidder asks for sales tax/CST / VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The CST / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax/ CST / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.

#### Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to Government departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department.

Keeping this in view, the supplier shall ensure that the goods to be supplied by the supplier against the contract placed by the AIIMS, Jodhpur are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the AIIMS, Jodhpur.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the AIIMS, Jodhpur to enable the AIIMS, Jodhpur reimburse the supplier and take other necessary action in the matter.

#### Customs Duty:

In respect of imported goods offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable with Custom Duty Exemption Certificate, if applicable, on the quoted goods in the Financial Bid. The bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods.

(i) For transportation of imported goods offered from abroad, relevant instructions as incorporated shall be followed.

(ii) For insurance of goods to be supplied, relevant instructions as provided shall be followed. (iii) Unless otherwise specifically indicated in this NIT document, the terms FCA, FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris. (iv) The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the AIIMS, Jodhpur right to award the contract on the selected bidder on any of the terms offered.

# 15. Indian Agent

If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

(i) The complete name and address of the Indian Agent and its Permanent Account Number as allotted by the Indian Income Tax authority.

(ii) The details of the services to be rendered by the agent for the subject requirement.

(iii) Details of Service outlets in India, nearest to the AIIMS, Jodhpur to render services during Warranty and CMC period.

# 16. Firm Price

(i) Unless otherwise specified in the NIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

(ii)However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated will apply.

# 17. Conversion of tender currencies to Indian Rupees

In case the bid document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the closing exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Last Date of Submission of Tender'.

# 18. Payment Terms:

Payment for goods supplied from India:

(i) 90% payment of the total order value shall be released after the successful installation/ commissioning of the ordered goods against the submission of the inspection report.

(ii) Balance 10% of the order value shall be released after the submission of the performance security.

#### Payment for Imported goods:

For imported goods payment shall be made in the following manner:

a) <u>On shipment</u>:

75 % payment of the contract price shall be paid 60 days after presentation of shipping documents {goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country} and upon the submission of the following documents:

(i) Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

(ii) Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.

(iii) Insurance Certificate;

(iv) Certificate of origin by the chamber of commerce of the concerned country;

(iv) Certificate of country of origin;

(v) Manufacture's / Supplier's warranty certificate;

(vi) Manufacturer's own factory inspection report.

b) On Acceptance:

15 % payment would be made after satisfactory installation & commissioning on issuance of Inspection certificate by the AIIMS, Jodhpur.

c) Balance 10% will be paid on submission of Performance Bank Guarantee issued by any Nationalised Bank/ Scheduled Bank.

- The supplier shall not claim any interest or any other payment under the contract.

### **19. Custom Clearance:**

For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid.

The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. Transportation of goods up to AIIMS, Jodhpur and its successful installation and commissioning is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier. NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYBALE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC.

#### **20. Warranty / Guarantee:**

# 6.1 Guarantee / Warrantee Period: For the equipment value upto Rs. 5 Lakh

The Tenderers must quote for 2 years comprehensive warranty (Including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent 3 years Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories and Labour). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taking into account on basic price and post warranty CMC.

#### 6.2 Guarantee / Warrantee Period: For the equipment value above Rs. 5 Lakh

The Tenderers must quote for 5 years comprehensive warranty (Including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent 5 years Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories and Labour). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taking into account on basic price and post warranty CMC.

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

# 22. Downtime penalty Clause

a. During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handling over the unit to the Institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC

from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

- b. The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.
- **23. Delivery & Installation**: All the goods ordered shall be delivered & installed within 30 days from the date of issue of purchase order. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. The successful tenderer will also provide basic required training for supplied items.

If the supplier fails to delivered, installation and commissioning of the goods on or before the stipulated date, then a penalty at the rate of 2% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

- 24. Performance Security: The supplier shall require to submit the performance security in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Scheduled/ Nationalised Bank for an amount of which is equal to the 10% of the order value and should be kept valid for a period of 30 day beyond completion of all the contractual obligation, Including CMC period.
- **25. Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.
- **26. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
- **27. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit shall also stands forfeited.
- **28. Insolvency etc:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for

winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

**29. Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party hall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

# 30. Liquidated Damages

(i) The date of delivery of the store, stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of this right to recover liquidated damages under clause (ii) below.

(ii) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1 % of the value of delayed supply for a period up to 4 (four) weeks and thereafter at the rate of 10 % of the value of the delayed supply for another 4 (four) weeks of delay. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

# **31. Satisfactory Installation:**

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

**32.** Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

- **33.** AIIMS Jodhpur reserves the right to ask the tenderers for submitting the sample of the item for which rates have been quoted, Technically Qualified Bidders may be asked to submit samples along with their quoted items no. and their firm name without indicating any prices before opening of Financial Bid to AIIMS, Jodhpur for Inspection.
- **34.** The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
- **35.** Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
- **36.** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer
- **37.** Conditional bid will be treated as unresponsive and it may be rejected.
- **38.** The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

# 39. Applicable Law:

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the partied.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

# <u>Annexure-I</u>

# **Technical Specification**

S.No.	Revised Tender Specifications of Multiparameter Monitor for Ward	Qty			
1	The equipment should come with all standard accessories required to run all parameters, suitable for all patient categories, ie. infants, children and adolescents.				
2	Should be US FDA and European CE certified.				
3	Waveform display: at least 4 channels, user selectable.				
4	Digital display with parameters monitored: ECG, Heart rate (HR), respiratory rate (RR), Oxygen saturation (SpO2), Non Invasive Blood Pressure (NIBP).				
5	The monitor should be upgradable to one (1) IBP monitoring				
6	The monitor should be HIS/HL7 compatible				
7	Medical grade, TFT Flat screen, slim size, at least 10 inch display.				
8	Screen resolution at least 640 x 840 pixels.				
9	Clear bright color display with large character size				
10	Adjustable contrast and brightness	]			
11	Ability to zoom/magnify any parameter.				
12	Ability to adjust individual alarms				
13	Ability to change colour of trace by user				
		_			
14	Heart rate/ECG:	_			
14.1	At least 3-lead selectable ECG	4			
14.2	Built in arrhythmia monitoring in all leads	4			
14.3	Heart rate range: 30-300 beats per minute.	_			
14.4	Inbuilt ST segment analysis and arrhythmia detection facility	_			
14.5	Display sweep speeds 12.5, 25 mm/sec (user adjustable)	_			
14.6	Averaging time: user selectable up to 8 seconds	_			
14.7	ECG amplitude user adjustable	_			
14.8	Defibrillator protected	-			
15	Respiratory rate:				
15.1	Respiratory rate: Measured by transthoracic impedance using the same ECG lead	1			
15.2	Respiratory rate range: 6 to 120 breaths per minute (bpm); Accuracy ± 2 bpm	1			
15.3	Display sweep speeds 6.25, 12.5 & 25 mm/sec (user adjustable)	1			
15.4	Averaging time: user selectable up to 8 seconds	1			
15.5	User selectable apnea alarm time	-			
16	Oxygen Saturation	-			
16.1	Range 1 to100%	1			
16.2	$SpO_2$ accuracy ± 2% (70 to 100%)	1			
16.3	Averaging time: user selectable up to 8 seconds	1			
16.4	Plethysmographic waveform display	1			
		1			

17	Noninvasive Blood pressure :
17.1	Capable of measuring blood pressure in infants, children and adolescents.
17.2	Microprocessor software with unit in mmHg
17.3	Oscillometric technique
17.4	Manual, auto and time limited stat modes
17.5	User selectable automatic time intervals
17.6	Display systolic, diastolic and mean BP
17.7	Cuff : auto deflate with over pressure protection
17.8	Should automatically establish zero reference after each reading
18	Alarms:
18.1	Audio & visual alarms with message.
18.2	Alarm for high and low respiratory rate.
18.3	Apnea alarm with adjustable time 5-20 seconds
18.4	Alarm for high and low oxygen saturation.
18.5	Alarm for high and low Systolic, Diastolic & Mean BP.
18.6	Alarm for poor signal, probe and power failure.
19	Trends
20	Memory storage : at least 24 hours
21	Data display interval : not more than 20 sec
22	Display range : last ½ hour to 24 hours
23	Graphical and tabular format of display of variables.
24	Power: 220/240 V; 50/60 Hz AC; Rechargeable internal battery with a back up of at least 1 hr.
25	<ul> <li>Essential Accessories for each monitor: The following quantities are to be supplied with each monitor:</li> <li>i) ECG patient cable: 2.</li> <li>ii) Oxygen saturation: Patient extension cables: 2.</li> <li>iii) Oxygen saturation probes for infants, pediatric and adult patients: 5 each.</li> <li>iv) NIBP: Patient extension cable: 2.</li> <li>v)Reusable NIBP cuffs of infant, pediatric and adult size: 2 each with each monitor.</li> </ul>
26	Cost of consumables/accessories should be frozen for the period of warranty and CMC.
27	It should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance
28	User/Technical/Maintenance manuals to be supplied in English.
29	Certificate of calibration and inspection.
30	List of important spare parts and accessories with their part number and costing.

# Annexure-II

# **TECHNICAL BID**

Name of Firm/Contractor/Supplier	
Complete Address &	
Telephone No.	
Name of Proprietor/Partner/Managing	
Director/Director.	
Phone & Mobile No.	
Name and address of service centre nearby	
Jodhpur.	
Whether the firm is a registered firm	
Yes/No (attached copy of certificate)	
PAN No.	
(enclose the attested copy of PAN Card)	
Service Tax No.	
(enclose the attested copy of Service Tax	
Certificate)	
VAT No.	
(enclose the attested copy of VAT	
Certificate)	
Whether the firm has enclosed the Bank	
Draft/Pay Order/Banker's cheque of	
Rs.1,80,000/- as Earnest Money Deposit.	
Whether the Firm/Agency has signed each	
and every page of Tender/NIT	
Please provide full list of consumables.	
Any other information, if necessary	

Authorized signatory of the bidder with seal.

# **Annexure-III**

# Financial Bid

#### A) <u>FINANCIAL BID FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OR GOODS TO BE</u> IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

1	2	3	4		5						6
	Price per unit (Rs.)										
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex- warehou se /Ex- showroo m /Off- the shelf (a)	Excise Duty(if any) [%age & & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwardin g charges (d)	Inland Transportation, Insurance, Ioading/ unloading and Incidental costs till AIIMS- Jodhpur (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the AIIMS- Jodhpur (f)	Unit Price (at AIIMS- Jodhpur) basis (g)= (a+b+c+d+e +f)	Total Price (at AIIMS- Jodhpur) basis (Rs.) = {4 x 5(g)}

Total Tender price in Rupees:

In words: \_\_\_\_\_

Note: -

- 1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- 2. The charges for Annual CMC after warranty shall be quoted separately.
- 3. The Bidder must quote price for "GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.

Place:

Date:

Name: Business Address: Signature of Bidder: Seal of the Bidder:

Corrigendum:- Equipments required for Department of Anaesthesia at AIIMS-Jodhpur

1	2	3	4		6		
					Total price on		
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	FOB price at port/ airport of Lading (a)	Destination + Insurance (local transportation and storage) = {4X 5 (d)}		

### **<u>Financial Bid</u>** <u>B) FINANCIAL BID FOR GOODS TO BE IMPORTED FROM ABROAD</u>

\*\* To be paid in Indian Currency (Rs.)

Note: -

- 1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- 2. The charges for Annual CMC after warranty shall be quoted.

3. The Bidder will be fully responsible for the safe arrival of the goods AIIMS-Jodhpur in good condition as per terms of DDP as per INCOTERMS, if applicable.

#### Indian Agent:

Indian Agency Commission - \_\_\_% of FOB Place:

Date:

Name: Business Address: Signature of Bidder: Seal of the Bidder:

# <u>Financial Bid</u> <u>C) FINANCIAL BID FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD:</u>

			1					
1. S.No.	2. DESCRIPTION OF	3. 01/11/17/12		Annual Com Contract (	5. Total Annual Comprehensive			
	GOODS	QUANTITY. (Nos.)	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	Maintenance     Contract Cost for 5 Years     [3 x (4 c) 4 b (4 c) 4 d (4 c)]
			A	b	С	d	е	– [3 x (4a+4b+4c+4d+4e)]

\* After completion of Warranty period. Service Tax: Whether extra or inclusive, if extra, indicates the rate\_\_\_\_\_

NOTE:-.

- 1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
- 2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted as per NIT conditions on yearly basis for complete equipment and Turnkey (if any).
- 3. The cost of CMC may be quoted along with taxes applicable. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- 4. Cost of CMC will be added for Ranking/Evaluation purpose.
- 5. All software updates should be provided free of cost during CMC period.
- 6. The stipulations in Technical Specification will supersede above provisions
- 7. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Date:

Place:

Name: Business Address: Signature of Bidder: Seal of the Bidder: