



"Your health our goal, आपका स्वास्थ्य हमारा लक्ष्य"

**GOVERNMENT OF INDIA  
MINISTRY OF HEALTH & FAMILY WELFARE  
OFFICE OF ADDITIONAL DIRECTOR, CGHS PUNE  
DIRECTORATE GENERAL OF CENTRAL GOVERNMENT HEALTH SCHEME**

**E-TENDER NOTICE**

**Open Tender Notice. F. NO. CGHS/PNE/MSD/18/17-18/7745**

**Supply of one USG machine for Whole Body applications to include Abdominal, Obstetrics & Gynecology, Small Parts Imaging, Intra-cavitary applications to CGHS Pune**

For and on Behalf of President of India, The Additional Director CGHS Pune invites Bids from reputed Manufacturers/ Suppliers for Supply of one USG machine for Whole Body applications to include Abdominal, Obstetrics & Gynecology, Small Parts Imaging and Intra-cavitary applications to the Central Government Health Scheme Pune, Ministry of Health & Family Welfare, Government of India. Bidders are advised to refer to the specifications of the machine in Section-A and eligibility criteria in Section-B of the tender document. Bidders are advised to participate online at <https://eprocure.gov.in/eprocure/app>.

The tender notice can be downloaded from the Website <http://eprocure.gov.in/eprocure/app> or <http://cghspune.gov.in>.

**Eligibility Criteria:-**

As per terms and conditions contained in the tender document Section-B

Enquiries will be entertained in the pre-bid conference only. The Additional Director CGHS, Pune reserves the right to reject all / any application received from the bidder(s) without assigning any reason.

**Additional Director  
CGHS, Pune**



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Central Government Health Scheme (CGHS) provides comprehensive medical care facilities to the Central Government employees and pensioners and certain other categories of persons covered under the Scheme. As part of this Scheme, the beneficiaries are entitled to medical consultation and investigations and CGHS aspires to ensure timely availability of the same to its beneficiaries. With this objective, the Additional Director CGHS, Pune for & on behalf of the President of India, invites tenders from the reputed Manufacturers/ Suppliers for supply of One USG machine for Whole Body applications to include Abdominal, Obstetrics & Gynecology, Small Parts Imaging, Intra-cavitary applications to Polyclinic at CGHS Pune.

|                            |   |
|----------------------------|---|
| <b>SCOPE OF WORK</b>       | <b>SUPPLY OF ONE USG MACHINE FOR WHOLE BODY APPLICATIONS TO INCLUDE ABDOMINAL, OBSTETRICS &amp; GYNECOLOGY, SMALL PARTS IMAGING, INTRA-CAVITARY APPLICATIONS TO CGHS PUNE<br/>as per Specifications and terms &amp; conditions mentioned in the Tender Document</b> |
| <b>EMD to be submitted</b> | <b>Rs. 20,000/= (Rupees Twenty Thousand only)</b>   |

**Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website**

<http://eprocure.gov.in/eprocure/app>

**or**

<http://cghspune.gov.in>

## **CRITICAL DATE SHEET**

|   |   |
|---|---|
| <b>Name of Organization</b>                       | <b>Central Government Health Scheme, Pune</b><br>Ministry of Health & Family welfare<br>Govt. of India  |
| <b>Date of Issue/Publishing</b>                   | 22/12/2017 (10.00 AM)   |
| <b>Document Download Start Date</b>               | 22/12/2017 (10.00 AM)   |
| <b>Document Download End Date</b>                 | 11/01/2018 (03:00 PM)   |
| <b>Clarification Start Date</b>                   | 22/12/2017 (10.00 AM)   |
| <b>Clarification End Date</b>                     | 02/01/2018 (05.00 PM)   |
| <b>Date for Pre-Bid Conference</b>                | 02/01/2018 (12.30 PM)   |
| <b>Venue of Pre-Bid Conference</b>                | Office of Additional Director,<br>2nd Floor, Swasthya Sadan,<br>Mukund Nagar, Pune – 411037   |
| <b>Last Date and Time for Uploading of Bids</b>   | <b>11/01/2018 (03.00 PM)</b>  |
| <b>Date and Time of Opening of Technical Bids</b> | 12/01/2018 (03.00 PM)   |
| <b>Address for Communication</b>                  | Office of Additional Director,<br>2nd Floor, Swasthya Sadan,<br>Mukund Nagar, Pune – 411037<br><br>Website: <a href="http://cghspune.gov.in">http://cghspune.gov.in</a> |

### **Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

**More information useful for submitting online bids on the CPP Portal may be obtained at:**

<https://eprocure.gov.in/eprocure/app>

### **REGISTRATION:**

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/eToken.

### **SEARCHING FOR TENDER DOCUMENTS:**

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, Office of the Additional Director, CGHS, Pune latest by the last date & time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

1) The serve time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

2) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

3) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

4) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS:**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority, i.e. Additional Director, CGHS, Pune for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002. Mobile: +91 8826246593. E-Mail: [support-eproc@nic.in](mailto:support-eproc@nic.in). Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.

**SECTION-A**  
**TECHNICAL SPECIFICATION OF ULTRASONOGRAPHY MACHINE**  
**FOR RADIOLOGY DEPARTMENT OF C.G.H.S. PUNE**

The system should be latest, state of art machine with full digital technology that can be used for various applications like Abdominal, ObGyn, small parts, Endo-cavity and other. The system should have following essential features:

1. **Beam former** – the system should have universal Digital Beam former accepting routine Phased array sector, convex, linear and endo-cavity probes.
2. **Monitor** – high resolution 18” or above medical grade flat panel with IPS technology with facility to tilt and swivel.
3. The system should have more than 45000 Digital processing channels.
4. The system should have minimum 256 gray scale levels with dynamic range 200db
5. **Display modes** – B, 2B, 4B, Compounding with 3 steps, M, color M, Anatomical M mode, PW, HPRF Color Doppler with Power Doppler. Tissue Harmonics should be available on Convex and Phased Array probes, steering on Color / PW modes on Linear probe should be available. Trapezoidal image. Triplex mode with at least 20 frames per sec.
6. **Examination Presets**- The system should have at least 30 or more user specific image presets.
7. **Transducer technology** - The system should be capable of handling transducer frequency 1 – 12 MHz
8. **Image Optimization** on B and M modes - The system should have the following features
  - (a) 5 selectable frequency on Convex probe
  - (b) 30 – 70 Db of dynamic range
  - (c) Compounding of image with 3 steps
  - (d) Independent control of speckle reduction imaging
  - (e) Up / down and right / left image rotation
  - (f) 4 steps of edge enhancement settings
  - (g) Depth of up to 30 cm.
9. **Frame rate** – the system should perform up to 1000 frames per sec.
10. The system should have **Zoom Function** (up to 10 times) with corresponding re-optimization for more detailed view.
11. **Measurements and Calculations** –
  - (a) The system should have at least 8 calipers with depth information and extensive, customized measurement and report packages for various studies.
  - (b) Distance, area, percentage of stenosis on B mode
  - (c) Distance. Time, HR on M mode.

12. **Image management** - The system should have inbuilt Hard drive of 500 GB or more for storing images and video clips. The system should also have the facility to perform calculations and annotations on stored images. The system should have in built DVD writer and USB Flash driver for image transfer.
13. The system should be DICOM 3.0 ready and able to transfer images / files without loss of data.
14. **User Interface** – PC based operating principles. It should have task light with back lit illumination of control panel. The system should have on screen menu for easy and immediate access to imaging controls. Live image supported with side by side reference / stored images on the flat panel.
15. **Transducers** –
  - (a) Convex probe : 2.0 – 5.0 MHz (Compounding and THI should be available)
  - (b) Endo-cavity probe : 4.0 – 9.0 MHz (Compounding and THI should be available)
  - (c) Linear probe : 5.0 – 10.0 MHz
16. The complete System should be **CE and FDA approved**.
17. **Accessories** –
  - (a) B/W Thermal printer of reputed brand with 10 numbers of paper rolls.
  - (b) 1 KVA Online UPS with at least 30 min back up.
  - (c) One Voltage stabilizer with appropriate VA rating.
  - (d) Suitable licensed Software (like SONODOC) with PC-PNDT Features for USG Reporting.
  - (e) One energy efficient split AC of reputed brand (Capacity 2 ton) to be installed in the USG Room.
  - (f) One Patient couch (SS body) with mattress and pillow.
  - (g) One revolving chair with height adjustment for Sonologist.
18. **Warranty**
  - (a) Bidder should specify year of launch of the machine quoted, its working span with date of end of support and ensure availability of spare parts.
  - (b) Warranty of 3 years from the date of commissioning of all parts as well as accessories and auxiliary supplied.
  - (c) Comprehensive Maintenance Contract shall be provided for 5 years post warranty and year-wise CMC rates should be quoted in the price bid.

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## SECTION-B

### 1. ELIGIBILITY

- A. The Manufacturer/ Supplier should be in existence continuously for at least last two years (2015-16 & 2016-17)
- B. The Manufacturer/ Supplier should be situated within the territorial boundary of the country.
- C. The Manufacturer/ Supplier should have requisite GSTIN/VAT/TIN/Service Tax No. PAN No. and Copies of supporting documents to be submitted by the them along with the Bid.
- D. The Annual Turnover of the bidder should not be less than Rs. 1,00,00,000/- only (Rupees One Crore only). In case of more than one bidder quoting L1 price, the combined turnover of the bidders in the last two financial years (2015-16 & 2016-17) shall be used as a tiebreaker. The bidder with highest combined turnover among the multiple L1 bidders shall be preferred.
- E. The bidder must submit copy of Income Tax Returns for F.Y. 2015-16 & 2016-17 & along with Balance Sheet with Profit and Loss statements of the two financial years in support thereof.
- F. The Agency should not be blacklisted from any Ministry/Department of Govt. of India.
- G. In case of authorized distributor/dealer of the manufacture letter of authorization on the company letterhead from the manufacturer should be enclosed.
- H. In order to comply with terms of machine uptime under technical specifications, the manufacturer should have a registered service center in the state of Maharashtra.

2. **COST OF BIDDING:-**The prospective bidders shall bear all the costs associated with the preparation and submission of the bids.

3. **BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS:** The bidder must submit his bid in two parts as mentioned below:

#### **Part 1:- Called "Technical Bid" Containing:-**

##### **(A) Earnest Money**

The bidders are required to submit an amount of Rs. 20,000/- Through a Demand Draft/Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks payable in the name of "Additional Director, CGHS, Pune" as Earnest Money. The Earnest Money should reach the Office of Additional Director, CGHS Pune, well before the opening date & time of technical bids as per the critical date sheet. EMD is exempt for a certain category of bidders as detailed in Section C(14) on Page 12.

##### **(B) Documents establishing Bidders eligibility (Technical Bid):**

The following documents should be self-attested by the Bidder or the authorized signatory of the bidder/ bidders while submitting online the documents & tender as mentioned below:

- (a) Attested copies of GSTIN, PAN Card.
- (b) Attested copies of Income Tax returns, applicable Service tax clearance certificates, VAT for last two consecutive years (2015-16 & 2016-17) are to be submitted along with the Tender Bid. These should also be self-attested by the Authorized representative of the Manufacturer/ Supplier.
- (c) Copies of the balance sheets along with profit & loss statement for the last two financial years (2015-16 & 2016-17) to establish the turnover of the bidder.
- (d) Copies of Ownership and control, or, if the Bidder is a partnership firm, joint venture or consortium, full details of ownership and control of each member thereof. In case of the latter,

the authorized representative should be duly authorized by all the Owners/Partners/Executive Director in writing this document must be submitted along with the Bid documents.

- (e) Declaration of bidder as per Annexure-III duly signed.
- (f) In case the bidder is authorized dealer/supplier, an authorization letter on the letterhead from the manufacturer signed by authorized signatory should be submitted.
- (g) Individual signing the Bid and other documents must specify whether she/he signs as:
  - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
  - ii. A partner of the firm, if it is a partnership firm and in this case she/he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
  - iii. Constituted Attorney/Authorized Signatory, if it is a company.

Note:

- 1. In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be furnished.
- 2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed that she/he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, Additional Director, CGHS, Pune without prejudice to other Civil and Criminal remedies may cancel the contract and hold the signatory responsible for all cost and conveyances arising there from.

**Part 2:- Called “Commercial Bid” which shall contain “Main Price Bid.”**

**The mail price bid shall be uploaded online only in .xls format provided and includes**

- i. Cost of USG machine with 3 years onsite warranty inclusive of all duties, taxes, freight, installation and labour charges.
- ii. Buyback price of existing USG machine. Old System Model LOGIQ 400 Pro, 3 Probe connectivity, standard convex, linear and paediatric probe (all working) Make: Wipro GE is installed at Wellness Center No.7, Swasthya Sadan, Mukund Nagar and can be inspected between 10 AM to 2 PM on any working day during bidding period.
- iii. 5-year onsite CMC charges with year-wise breakup.

**4. PERIOD OF VALIDITY OF BIDS**

The bids shall be valid for acceptance for 270 days after the date of bid opening prescribed in the Tender Documents and shall be further extendable by another 30 days at the request of Additional Director, CGHS, Pune.

**5. RIGHT TO ACCEPT/REJECT ANY BID**

The Additional Director, CGHS, Pune reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.

**6. PERFORMANCE BANK GUARANTEE**

**The successful bidder will have to furnish a Performance Bank Guarantee as per proforma in Annexure IV, for an amount equivalent to 5% of the expected business.**

## **7. FORFEITURE**

The Earnest Money will be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance security as specified in the terms and conditions.

## **8. SUBMISSION OF TECHNICAL & COMMERCIAL BID (PRICE BIDS)**

The Bidders shall submit all the Bid documents online at <http://eprocure.gov.in> as per bidding schedule mentioned above on or before 9/10/2017 02:45 PM. Bids submitted later and/or in physical format will not be accepted.

Except as otherwise mentioned in Section C (14), Page 12, bidders shall ensure that the EMD reaches the office of Additional Director, CGHS Pune before the technical bid opening, i.e. 12/01/2018 3:00 PM, failing which the bid shall be summarily rejected.

## **9. PRICING**

All prices should be quoted only online. The price quotes should be inclusive of transportation costs, installation charges, labour charges, and all applicable statutory taxes.

## **10. OPENING OF BIDS**

Technical Bid shall be opened on the date & time stipulated in the bidding schedule above. Price Bids of only those bidders will be opened who qualify in the Technical Evaluation.

## **11. MISCELLANEOUS**

The Successful Bidder's Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security within a week of the receipt of Offer. Unsuccessful Bidder's Earnest Money will be discharged/ returned within 30 days after completion of the tender process.

## **12. TERMS OF DELIVERY AND PENALTIES**

**The equipment supply, installation, commissioning and testing including all mandatory statutory approvals, such as PC-PNDT approvals from PMC, etc. shall be completed within 60 days of issue of supply order. Beyond the sixty days period, conditions of Performance Bank Guarantee shall be invoked and appropriate deductions from PBG shall be imposed @ 15% for delayed supply of one week, @ 25% for two weeks, @ 50% for more than two weeks. Performance Bank Guarantee shall be forfeited fully beyond 30 days delay and the award of contract shall be cancelled.**

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## SECTION-C

### TERMS & CONDITIONS

1. The tender will have to be submitted online in a two Bid/Two Packet System containing Technical and Commercial Bids separately.
2. Bid completed in all respect should be submitted online as per bidding schedule.
3. Opening of Bids: Technical Bids shall be opened online on stipulated date and time. The authorized representatives of the bidder may choose to be present during the bid opening process.
4. Bidders/persons authorized for conduct of the business by the owner/proprietors/partners shall sign on all the pages of the bid documents.
5. If the last day of receipt of tender is declared a holiday, the tender shall be opened on the next working day at the same time.
6. Tenders received after the closing time and/or without EMD or incomplete in any respect are liable to be rejected.
7. The Bidders can contact this office for any kind of clarification before the due date of submission. No alteration/modification will be permitted to the bids after their submission by them. No alterations /overwriting in bid documents is permitted.
8. The Agency should not be blacklisted from any Ministry/Department of Govt. of India.
9. An undertaking as per Annexure II must be furnished by the Bidder.
10. Successful L1 bidders will be required to give their acceptance of the offer within a week of receiving award of contract. They will also be required to furnish a Performance Security for an amount equivalent to 5 % of the expected business, with Acceptance of the Offer of the Tender. The Bank Guarantee may be in the form of a Bank Guarantee (as per proforma in Annexure IV)/Draft. The Demand draft should be in the name of "Additional Director, CGHS, Pune." The performance security shall be in the name of "Additional Director, CGHS, Pune" & valid for a period of six months beyond the completion of the contractual obligations by the Agency.
11. The EMD/Bid security from the successful bidder shall be returned after receipt of the Performance Security. The unsuccessful Bidders can claim refund of their EMD/Bid Security upon the completion of the Tender Process.
12. The bidders should write the name of the Manufacturer/ Supplier Firm at the back of the EMD Demand Draft. The EMD shall be deposited in the office of the "Additional Director, CGHS, Pune" before opening of the Tender, i.e. 12/01/2018 3:00PM.
13. No interest will be payable on the EMD/Bid Security or the performance security.
14. *EMD Exemption:* (1) Entities registered as Micro and Small Enterprises with MSME, (2) Entities registered with Central Purchase Organization or Ministry of Health & Family Welfare, and (3) Startups as defined by the Department of Industrial Policy & Promotion are exempt from submission of EMD. Relevant documents of registration should be uploaded with Bid documents, failing which the bids would be summarily rejected.
15. If the Manufacturer/ Supplier fail to perform or neglect any of its obligations under the contract, it shall be lawful for the Additional Director to forfeit the Performance Security furnished by them (*Section – B Clause 12*)
16. Any change in the ownership pattern of the contracting agency will not nullify the provisions of the Contract. The contract will devolve on the successor owners.

17. The Contract will be valid for a period of one year from the date of finalization of the rates. However, it can be extended on mutual agreement of Employer and Agency provided the Agency delivers satisfactory performance.
18. Satisfactory service certificate at least from two or more organizations in favor of Manufacturer/ Supplier should be submitted.
19. No price should be mentioned in Technical Bid otherwise the bid shall be rejected.
20. Any legal dispute arising out of or in respect of the contract will be dealt under Pune legal Jurisdiction.
21. The Agency will not engage subcontractor or transfer the contract. In case the firm/company is taken over by another company, the contract will be honored by successor company.
22. Tender documents submitted incomplete in any respect or without EMD is liable to be summarily rejected.
23. The Additional Director, CGHS Pune reserves the right to withdraw the tender at any time before its finalization without assigning any reason.
24. Conditional tenders/non-compliance of any conditions set in tender document shall render the bid to be summarily rejected.
25. An undertaking of compliance, as per Annexure-II, stating that all details contained in the tender have been clearly understood and would be complied with.
26. The uploaded bid documents should be signed by the authorized signatory of the organization on each page of the documents which should be serially numbered. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be liable for rejection.
27. Validity of Performance Guarantee: The performance Bank Guarantee should remain valid up to six months beyond the validity of the contract.
28. Equipment supplied must be as per technical specifications mentioned in this tender document.
29. The manufacturer/supplier should quote rates inclusive of three years' comprehensive warranty. After this period further CMC shall be provided by the manufacturer/supplier.
30. The manufacturer/ supplier must provide document showing that similar machine has been supplied to a reputed Govt./Private Hospital and the same is functioning satisfactorily for more than two years. Satisfactory working certificate by the user must be enclosed with offer.
31. Offer for Buy Back of Old Colour Doppler System on "as is where is" basis should be given by the bidder. Old System Model LOGIQ 400 Pro, 3 Probe connectivity. All 3 probes - Standard convex, linear and paediatric probes are working. Make: Wipro GE is installed at Wellness Center No.7, Swasthya Sadan, Mukund Nagar and can be inspected between 10 AM to 2 PM on any working day during bidding period. Buy Back offer should include de-installation of existing system from the premises of CGHS Wellness Center No.7, Pune immediately before the installation of new system. The buyback price should be mentioned only in the BOQ and nowhere else in the submitted documents.
32. Successful L1 bidders will be decided on the basis of net L1 price derived, i.e. Quoted price of new USG Machine minus buyback price offered for old USG machine described above plus 5-year post-warranty CMC cost.
33. The successful bidder shall indemnify the Additional Director, CGHS Pune against all third party claims of any patent infringement, trademarks/copyright or design rights arising from the use of the supplied hardware/software/manpower, etc and any related services thereof. The Additional Director, CGHS Pune shall stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. The Additional Director CGHS Pune

shall also stand indemnified from any compensation arising of accidental loss of life or injury sustained by the hired manpower while working on the project.

**Additional Director, CGHS, Pune.**

Check List

(To be submitted with Tender Envelope, not inside the envelope. Please mention the page no. of each document submitted)

- |   |   |                          |
|---|---|--------------------------|
| 1. Name, address & Tele No. of the firm   | : |                          |
| 2. E-mail   | : |                          |
| 3. Name of authorized person  | : |                          |
| 4. Registration No. of Agency   | : | <input type="checkbox"/> |
| 5. PAN Card.  | : | <input type="checkbox"/> |
| 6. Service Tax No./VAT/GSTIN No.  | : | <input type="checkbox"/> |
| 7. Experience (enclosed certificates)<br>(Copies of the work orders in last 2 years)  | : | <input type="checkbox"/> |
| 8. Details of Bid Security  | : | <input type="checkbox"/> |
| 9. Undertaking – Annexure II duly signed  | : | <input type="checkbox"/> |
| 10. Annexure-III duly signed  | : | <input type="checkbox"/> |
| 11. Copy of the Ownership type of the<br>Agency (Sole/Partnership)  | : | <input type="checkbox"/> |
| 12. Copies of the Income Tax Returns of the entity<br>(2015-16 & 2016-17)   | : | <input type="checkbox"/> |
| 13. Copies of Service Tax Clearance Certificates (as<br>applicable) and latest service Tax Paid challan/<br>GSTIN Returns                   | : | <input type="checkbox"/> |
| 14. Authorization from all the owners/<br>Partners/directors in case the tender signed<br>by another person of their behalf (if applicable) | : | <input type="checkbox"/> |
| 15. Authorization letter from manufacturer in case of<br>authorized distributors/Dealers  | : | <input type="checkbox"/> |
| 16. Satisfactory working certificate by two users   | : |                          |
| 17. Product brochure detailing pictures & specifications:   | : | <input type="checkbox"/> |

Certified that each & every page of the above documents are serially numbered & signed by me and uploaded online.

Signature: \_\_\_\_\_  
Name of the Bidder/s: \_\_\_\_\_  
Address: \_\_\_\_\_

**UNDERTAKING**  
**(To be provided on company letterhead)**

I/we \_\_\_\_\_ Proprietor/Partner/Director of M/s  
\_\_\_\_\_ hereby declare that the information given in this Tender form is true & correct to the best of my/our knowledge & belief.

I/we agree to all the Terms & Conditions of the contract and to abide by them for one year after finalization of the contract & during its currency.

**Signature/s:**

Name of the Bidder/S: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Tel no. (Office): \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Email: \_\_\_\_\_

Date:

Place:



**Tender acceptance-cum-Bidder Declaration**  
(To be given on letterhead of bidder company/firm)

From  
Complete address of the bidder  
With Phone/Fax, Mobile No. & E-mail Address

To  
**The Additional Director,**  
**CGHS, Pune**

Sub: **Acceptance of terms and conditions of the tender**  
Ref: **Tender CGHS/PNE/MSD/18/17-18/7745**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely: \_\_\_\_\_
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement. I / we have understood the instructions to the bidders and conditions of the contract and fully accept them. I/We shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued (if any) from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.
6. I/we hereby accept Bid at the rate given in Price Bid attached and agree to hold this offer open till \_\_\_\_\_. I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
7. My/Our firm has not been convicted by any Ministry of Government Department and no case is pending with any such department or the Court of law.

SIGNATURE OF WITNESS  
NAME  
ADDRESS:  
DATE: .../.../.....

SIGNATURE OF BIDDER  
NAME  
ADDRESS:  
DATE: .../.../.....

**Annexure-IV**

PERFORMANCE Bank Guarantee (PBG) to be provided by the banker of successful bidder on Rs.  
100/- Non-judicial Stamp Paper.  
(For an amount equivalent to 5% of the expected business)

To,  
The President of India  
Through Additional Director,  
CGHS, Pune

WHEREAS \_\_\_\_\_ (Name of successful bidder) hereinafter called "Successful Bidder" has undertaken, purchase Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ Supply of One USG machine for Whole Body applications to include Abdominal, Obstetrics & Gynecology, Small Parts Imaging, Intra-cavitary applications to CGHS Pune, hereinafter called "the Contract" in pursuance of Tender Document dated \_\_\_\_\_ issued by the Additional Director, CGHS Pune.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful bidder.

THEREFORE, WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. ---- /Rupees only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.

You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under

this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of six months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this        day of                    at

SIGNED, SEALED AND DELIVERED  
For and on behalf of (Name of the bank)  
By:  
(Signature)

(Name :                    )  
(Designation:                    )  
(Address :                    )