



INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD

CAMPUS DEVELOPMENT PROJECT OF INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD (IITH)

JICA – ODA

PROCUREMENT OF DIAGNOSTIC ULTRASOUND SYSTEM

Bid No: IITH/5(1)/RENUJOHN/2019/T049

Date: 12th March 2020

Last Date & Time for Bid Submission : 03rd April 2020 at 02:30 pm

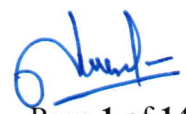
Purchasing Authority- Director, IIT Hyderabad

Certified that this Document contains 14 Pages.

From:

Assistant Registrar
Stores & Purchase
IIT Hyderabad
Kandi, Sangareddy
Telangana State, India
PIN-502 285

Contractor's Signature



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**BIDDING DOCUMENTS FOR PROCUREMENT
OF**

PROCUREMENT OF DIAGNOSTIC ULTRASOUND SYSTEM


Buyer : IIT Hyderabad

Country : India

Project : **Campus Development Project of IITH**

Loan No. : ID-P234/227

Contractor Signature


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Tender No. IITH/5(1)/RENUJOHN/2019/T049

Date: 12th March 2020

To

Dear Sirs,

On behalf of the Indian Institute of Technology Hyderabad, Tenders are invited for supply of **“PROCUREMENT OF DIAGNOSTIC ULTRASOUND SYSTEM”** conforming to the specification given in Annexure I.

I) Instruction to the Bidder

- (i) **Preparation Bids:** - The tenders should be submitted under two bid system (i.e.) Technical bid and Financial bid. Both Technical Bid and Financial Bid should be sealed and clearly superscribed with Technical Bid/Commercial Bid (as applicable) along with the Tender No. and Due Date. Both Technical and Commercial Bid must be sealed inside a big envelope and superscribed Tender No. and Due Date clearly. Tenderer's name must be written on all the three envelopes. All pages of the both the bids must be signed by the Authorized signatory of the Tenderer. The Earnest Money Deposit (refer point 3 of Schedule of Invitation of this Tender) in original must be submitted along with the Technical Bid.
- (ii) **Bid Validity-** Bid should be valid for a period of 90 days from the due date of Tender submission. Bidder should clearly indicate validity of the bid.
- (iii) **Delivery of the tender:** - The tender shall be sent to **“Stores & Purchase Office, 2nd Floor, Academic Block, I.I.T Hyderabad, Kandi, Sangareddy- 502 285, Telangana State, India”** either by Post/Courier/By Hand so as to reach our office before the due date and time specified in our Schedule. The Institute shall not be responsible for any Postal/Courier delay.
- (iv) **Opening of the tender:** - The offer/Bids will be opened by a committee constituted for this purpose. The Technical bids will be opened first and it will be examined and evaluated by a Technical committee and give its recommendation about qualification/disqualification of Technical Bid. The financial bids will be opened only for the offer/bids of technically qualified bids. The bidders, if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate the tender opening. Only one representative will be allowed to participate the tender opening.

- (v) **Prices:** - The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of Taxes, Duties, Cesses etc. shall be clearly indicated.

The price should be quoted without Customs Duty and Excise Duty, since I.I.T. Hyderabad is exempted from payment of Excise Duty (if applicable) and the Custom Duty will be paid at concessional rate against Customs Duty Exemption Certificate i.e. 5.5%. In case of import supply both FOB/FCA & CIF/CIP prices should be provided. All Payment, including Service Tax shall be made in accordance with the prevailing Taxation Rules/laws of Government.

Single Currency: Bidders should submit their price bid in single currency only and not in multiple currencies (e.g. Quoting in USD for some components and INR for other components is not acceptable. Instead, quote all components in USD)

- (vi) **Agency Commission:** - Agency commission if any will be paid to the Indian Agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.

- (vii) **Terms of Delivery:** - The item should be supplied to our destination in case of local supply. In case of import supply, the item should be shipped only to Hyderabad Airport. The Installation/Commissioning should be completed as specified in our important conditions.

Yours faithfully,



(SURESH NAIR)
Assistant Registrar
IIT Hyderabad

For any technical query related to enquiry you may feel free to contact
Dr. Renu John, Department of Biomedical Engg, Email: renujohn@iith.ac.in
For any commercial/administrative query related to enquiry you may feel free to contact
Mr. Suresh Nair, Assistant Registrar, Stores & Purchase, Ph: +91 (40) 2301 6071

Schedule for invitation of the tender

II) Important Conditions of the tender to be abide by the tenderer

1. The due date for the submission of the Tender is on or before **“03.04.2020 at 02:30 pm”** on all working days except holidays. Tender Opening shall be held on **“03.04.2020 at 03:30 pm”**. If the Due Date is declared Public Holiday by appropriate Government, the next working day shall be treated as Due Date for Tender Submission and Tender Opening.
2. The offer/bids should be submitted in two bid systems (i.e.) Technical bid and Financial bid. The Technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid. The Technical bid and the financial bid should be put in separate covers and sealed. Both the sealed covers should be put into a bigger cover along with letter of EMD and to be sealed. The tender number and **“PROCUREMENT OF DIAGNOSTIC ULTRASOUND SYSTEM”** should be superscripted on the left side of the outer cover.
3. **Earnest Money Deposit (EMD):** The tenderer should submit an EMD amount of **Rs. 1,40,000/- (Rupees One Lakh Forty Thousand Only)** along with the Technical Bid by way of original Bank Guarantee (BG) from any Nationalized/Scheduled Bank, valid for 90 days from due date of tender as per format of BG given in Annexure II to this Tender Document. The EMD may also be submitted by way of Demand Draft drawn in favor of **“DIRECTOR, IIT HYDERABAD”**. The Technical Bid without EMD would be considered as summarily rejected. The EMD will be returned without any interest to the unsuccessful bidders within 30 days from evaluation of Tenders. EMD for successful bidder shall be returned after submission of Performance Security. Indian Agent may submit the EMD on behalf of their foreign Principal. If any firm withdraws/alters his submitted Tender after Due Date, the EMD shall be forfeited.

Exemption from submission of EMD (Only for Quotations Submitted in INR Only) -

Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- i) Khadi and Village Industries Commission (KVIC)
- ii) National Small Industries Corporation (NSIC)
- iii) Any other body specified by Ministry of MSME/GOI

The exemption of EMD against the above certificates shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as “not-accompanying EMD”. Therefore, firms claiming exemption from EMD should ensure the same carefully, while submission of the bids.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

2. **Contract Agreement-** The successful bidder shall have to sign a contract with IIT Hyderabad, immediately after the Purchase Order is issued (in the format given at Annexure II).
3. **Performance Security**
 - a. Within fifteen (15) days of the award of contract, the successful bidder shall furnish a performance security/security deposit for 10% of the purchase order value in the form of demand draft/bank guarantee (from scheduled Bank only) favoring the Director, Indian Institute of Technology, Hyderabad.
 - b. If vendor fails to execute the order as per the terms and conditions of the purchase order, the performance security/security deposit will be forfeited.
 - c. The performance security/security deposit should be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations, including warranty obligations, since the same performance security/security deposit will be extended as warranty bank guarantee.
4. If an Indian agent is involved, the following documents must be enclosed:
 - a. Foreign principal's Proforma invoice indicating the Commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.
 - b. Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business.
5. The offer/bids should be sent only for a machine that is available in the market and supplied to number of customers. A list of customers in India and abroad with details is to accompany with the quotations. Quotations for a prototype machine will not be accepted.



6. Copies of catalogue of the quoted model duly signed by the principals must accompany the quotation. Documentary proof for the claimed position and repetition accuracies must be obtained from the principals and submitted along with the relevant pages of the standards.
7. Compliance or Confirmation report with reference to the specifications and other terms & conditions should also be obtained from the principal.
8. **Delivery Schedule:** - The tenderer should indicate clearly the time required for delivery of the item. In case there is any deviation in the delivery schedule, liquidated damages @ 1% per week (maximum upto 10% of PO Value) clause will be enforced or penalty for the delayed supply period will be levied.
9. **Risk Purchase Clause:** - In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
10. **Payment:** - No Advance payment will be made. 90% Payment after Delivery and 10% after installation wherever installation is applicable. In case of import supplies the payment will be made only through Letter of Credit 90% payment will be released against delivery and 10% after installation wherever the installation is applicable.

Note: The Contract, to be signed between successful vendor and the IITH, shall be the basis for opening of Letter of Credit. Since the funding Agency in this case is JICA-ODA, the procedure for establishing of Letter of Credit (LC) shall be as follows-

- (a) Upon communication from IITH, the Min. of Finance, GoI, would forward the documents under intimation to JICA, New Delhi, to the designated Bank of India, Tokyo to initiate the process to open the LC.
- (b) The Bank of India, Tokyo, in its turn, as required under the rules of procedure of JICA, when it finds that everything is in order, would open LC and forward the same and other documents to JICA, Tokyo, for a Letter of Commitment(LCOM) to be issued to Bank of India to establish LC.

Upon receipt of Letter of Commitment (LCOM) from JICA, Tokyo, the LC becomes effective and then the Bank of India would send LC to the supplier through its Authorised bank, as per the contract. Simultaneously, a copy would be sent to IITH by the Bank of India, Tokyo.

(c) When proper shipment documents are received by Bank of India, Tokyo, and forwarded to JICA, Tokyo, the latter will release yen equivalent of the contract value of the consignment to the Bank of India, Tokyo for releasing further payment to the supplier.

11. **Installation:** - The equipment or machinery has to be installed or commissioned by the successful bidder within 15 to 20 days from the date of receipt of the item at I.I.T. Hyderabad stores.
12. **Warranty/Guarantee:** - The offer should clearly have specified the warranty or guarantee period for the machinery/equipment. Any extended warranty is offered the same has to be mentioned separately.
13. **Late Tenders:** - Tenders received after Due Date and Time shall not be considered and shall be returned unopened in the original envelope only.
14. **Acceptance and Rejection:** - I.I.T. Hyderabad has the right to accept the whole or any part of the Tender or portion of the quantity offered or reject it in full without assigning any reason.
15. **Disputes and Jurisdiction:** - Any dispute or controversy arising out of or relating to this Contract, or its actual or alleged breach will first be decided by the mediation. If that does not result in a resolution of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution, including without limitation, Arbitration, conducted in the city of Mumbai, at the Mumbai Centre for International Arbitration (MCIA) at Mumbai, India.
16. **Amalgamation/Acquisition etc.:** In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition
17. **Acknowledgement:** - It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

**SIGNATURE OF TENDERER
ALONG WITH SEAL OF THE
COMPANY WITH DATE.**



TECHNICAL SPECIFICATIONS FOR “DIAGNOSTIC ULTRASOUND SYSTEM”

We need a diagnostic ultrasound system for research and clinical trials in the general areas of image-guided cancer therapy, and rehabilitation medicine.

These are the specifications required at the minimum:

1. The system should be capable of high-resolution 2 D, 3D, M, PW, Color flow, Power & Directional power Doppler, pulse Wave Doppler, Panoramic imaging and CEUS modes.
2. The system should have 60,000 or more digital processing channels.
3. Transducers should be of broadband technology.
4. The system should have a dynamic range of 180 dB or more
5. System should offer imaging depth of 30 cms or more
6. The system should have a frame rate on receive of over 5000 frames per second or more.
7. The system should have advanced color Doppler facility to position at least three spectrograms (online or offline) on a single image within the same cardiac cycle to simplify the workflow and reduce the examination time for Vascular application.
8. The system should have Panoramic Imaging with at least 60 cm of scanning length. It should have skin line scaling markers, curved distance measurement tool and Zoom, pan, Rotate & Trim facility to trim panoramic images from start or end of the panoramic capture.
9. Machine should be capable of real time compound imaging technology on linear, curved and mechanical volume probes for improved visualization. The compound imaging should have at least 9 beam steered lines of sight.
10. System should have both auto and manual Doppler Trace facility on live and frozen images to improve the vascular workflow quantification of Doppler Parameters.
11. System must be offered with High Definition Speckle Reduction Imaging
12. System should be able to support at least four electronic transducers with universal ports with simple electronic selection method for interchanging transducers.
13. Real time Shear Wave tissue elastography imaging with Convex, Linear, Microconvex, Hockey Stick, Endocavitary & 3D transducers.
14. The Shearwave elastography should be Real-time, fully automatic; requiring no manual / automatic compression with reproducible results in KPa or m/s for Liver, Breast, Thyroid, Prostate, GYN, Renal and MSK applications, without any cool down time in between consecutive acquisitions.
15. System should be able to generate a color coded shearwave elastogram with a reference Adjustable Numerical elasticity scale for all the applications.
16. System should be able to display simultaneously both color coded Shearwave elastogram and corresponding B-Mode image in real time for performing elastography guided biopsies/FNAC.
17. There should be User adjustable elasticity-box size with a Display Depth of 0 - 12cm
18. Shearwave Elastography Quantification tool (Ellipse and trace) should be able to provide Mean, Max & Min elasticity values of the tissues in both m/s and kPa (KiloPascal) on all transducers.

19. System should have real time simultaneous imaging mode that combines three modes - B-Mode, SWE and microvascular Color flow imaging modes - to visualize anatomy, tissue stiffness and blood flow simultaneously to improve the workflow.
20. Both the machine and the Real time shear wave elastography should be USA FDA certified.
21. Transducers: Following transducers should be offered with the system (All transducers must have Real Time Shearwave Elastography imaging mode available): Curved Array 1-6 MHz, Linear array 10-2 MHz, Linear array 5-18 MHz, , Endocavity probe 3-12 MHz with FOV of 135 or above
22. A high resolution, fully articulation non-interlaced flicker free antiglare, flat panel display of 21 inches or more. System should have facility to transfer data from the hard disk on to a removable media (CD /DVD/USB).

DRAFT CONTRACT FOR INTERNATIONAL PROCUREMENT OF EQUIPMENT UNDER IITH-JAPAN COLLABORATION

This CONTRACT is signed by and between the Indian Institute of Technology, Hyderabad, an Institute of National Importance established by the Government of India, under the Institutes of Technology Act, 1961, of the Parliament of India, with its office at Kandi, Sangareddy, Hyderabad, in the State of Telangana, India. (hereinafter referred to as "IITH"), and M/s _____ with its registered offices at _____ (herein after referred to as "Company" which include its successors, executors, administrators and permitted assigns), on this _____ day of _____ 2017/18/19 being the effective date when this CONTRACT comes into force.

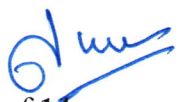
Now, therefore, in consideration of the mutual covenants and promises contained herein,

PREAMBLE

- a. Whereas IITH has undertaken the Project called 'IIT Hyderabad-Japan Collaboration' under the broader Indo-Japan Collaboration of the Government of India for implementation with an Overseas Development Loan from the Japan International Cooperation Agency (hereinafter referred to as JICA) and also partial funds from the Government of India.
- b. Whereas as part of the project, IITH has invited bid for Procurement of Research Equipment for conducting Research at IITH as per the details given in Annexure 1.
- c. Whereas the Company has offered to supply the Equipment as described in the aforesaid Annexure 1 (hereinafter referred to as 'Supply')
- d. WHEREAS after a scrutiny and review of the offer, IITH has decided to award the Order of supply of the Equipment to the Company as mentioned in the Annexure 2 along with the mode of payment and under the specific terms and conditions as shown in the said Annexure 2

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Company shall supply the Equipment as per the details given in the Annexure 2 along with the mode of payment and under the specific terms and conditions as shown in the said Annexure 2.
2. No modification / changes in the scope of the Work shall be made except based only on mutual discussions between the parties and prior written approval of IITH.



1. ASSIGNMENT OR TRANSFER OF THE WORK

The Company shall not assign or transfer the Work or any part thereof to any third party without the explicit prior written consent of IITH.

2. DISPUTE RESOLUTION

Any dispute or controversy arising out of or relating to this Contract, or its actual or alleged breach will first be decided by the mediation. If that does not result in a resolution of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution, including without limitation, Arbitration, conducted in the city of Mumbai, at the Mumbai Centre for International Arbitration (MCIA) at Mumbai, India.

3. GENERAL

- a. This Contract constitutes the entire and only Contract between the parties for the SUPPLY ONLY and all other prior negotiations, representations, agreements, and understandings are hereby superseded.
- b. This Contract will be construed and enforced in accordance with the laws of India in the city of Mumbai (India) having the Mumbai Centre for International Arbitration(MCIA).

4. TERM AND TERMINATION

- a. Any term of this Contract may be amended only with the mutual written consent of both the parties.
- b. Any notice required or permitted by this Contract shall be in writing and correspondence shall be in English language only between the authorized persons of IITH and Company
- c. The parties hereto also agree to all the clauses and sub clauses along with the Annexures attached hereof.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written below-

For
Indian Institute of Technology Hyderabad

For
Company

Name:
Designation
Date

Name:
Designation
Date

Witness
Name

Witness
Name

Indian Institute of Technology Hyderabad, Kandi, Sangareddy- 502285

BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of (hereinafter called the "Tender") against the Purchaser's tender enquiry No.

KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto (hereinafter called the "Purchaser") in the sum of

for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a) If the tenderer fails to furnish the performance security for the due performance of the Contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser (IIT Hyderabad) having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch.