



Tender enquiry no. Store/Tender/ICU_Ventilator_for_HDU/1/2015

dated 19-09-2015

Corrigendum for “ICU Ventilator for HDU”

Sr. No.	Page No/ Clause no/ point no	Existing sentence	To be read as
1	Page no. 5 point no. 9	<u>Delivery & Installation:</u> The successful bidders should strictly adhere to the following delivery schedule supply, delivery should be effected within 90 days from the date of opening of letter of credit / 60 days in case of INR purchase. The installation & commissioning should be completed within 15 days of delivery. These clauses should be strictly adhered to, failing which administrative action as deemed fit under rules will be taken against the defaulter.	<u>Delivery & Installation:</u> The successful bidders should strictly adhere to the following delivery schedule supply, delivery should be effected within 90 days from the date of opening of letter of credit in case of foreign items and 60 days from the date of issue of purchase order in case of INR purchases (for domestic item). The installation & commissioning should be completed within 15 days from date of delivery. These clauses should be strictly adhered to, failing which administrative action as deemed fit under rules will be taken against the defaulter.
2	Page no.6 Point no. 10.2 (c)	Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:	Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work except disposable breathing circuits and disposable transducers and it will also cover the following:
3	Page no. 19 point no. 14	Should be upgradable for Heliox Therapy and the same should be quoted as optional.	Deleted.
4	Page no. 19 point no. 16	Should have an in-built (integrated) vibrating mesh technology Nebulizer, should be inspiration synchronized, should have no effect on set volume; should have independent time programmable mechanism to activate nebulizer	Should have an integrated vibrating mesh technology nebulizer / ultrasonic nebulizer and should be inspiration synchronized, should have no effect on set volume, should have independent time programmable mechanism to activate nebulizer.
5	Page no. 19 point no. 17	Should have an inbuilt and integrated ETCO2 Monitoring and should have VO2 calculation	Should have an inbuilt and integrated ETCO2 monitoring.
6	Page no. 19 point no. 15	Should have integrated re-chargeable internal battery with back-up of at least 60 min	Should have integrated re-chargeable internal battery with back-up of at least 60 min for ventilator and

Sr. No.	Page No/ Clause no/ point no	Existing sentence	To be read as
			compressor.
7	Page no. 21 point no. a	Scalar graphics – for pressure, volume and flow; scales should be adjustable and user selectable	Scalar graphics – for pressure, volume and flow: scale should be adjustable and user selectable or auto adjusted.
8	Page no. 21 point no. d	Should simultaneously display 4 waveforms or 2 loops based on volume, flow, airway pressure, auxiliary pressure or CO2	Should simultaneously display 3 – 4 waveforms or 2 loops based on volume, flow, airway pressure, auxiliary pressure or CO2
9	Page no. 20 point no. 1(g)	Respiratory Rate up to 150 bpm and >200 LPM or more peak Flow	Respiratory Rate up to 150 bpm and >180 LPM or more peak Flow
<u>Commercial Points:</u>			
10	Addendum as point no. 17 (B) (A) (x)		The bank charges for opening of LC will be borne by the one who opens the LC.
11	Addendum as point no. 17 (B) (A) (xi)		Opening of LC: In case of foreign manufacturer with / without their accredited agents/agent in India LC will be opened by the institute. Agent shall be compulsorily enlisted with the department of expt. M/o finance through DGS&d as required in 5.12 of manual on policies procedure for purchase of goods.
12	Page 17 point no. 21	Bids quoted under the category goods located within India or Indian Origin has to be quoted in INR. In case, the rates are quoted in foreign currency it should be inclusive of all taxes, including custom duty etc. and payment will be made in INR on the basis of exchange rates prevailing on the day of opening of bid.	Bids quoted under the category goods located within India or Indian Origin has to be quoted in INR.
13	Page no. 9 to 11 point no. 17	Terms and Mode of payment: Current point deleted from page no. 9 to 11	Terms and Mode of payment: Amended point is attached as annexure-1

17. Terms and Mode of Payment

17.1 Payment Terms

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

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

70% payment of the contract price shall be paid on receipt of goods in good condition 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) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;

(iii) Two copies of packing list identifying contents of each package;

(iv) Inspection certificate issued by the nominated Inspection agency, if any.

(v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;

(vi) Certificate of origin.

b) On Acceptance:

Balance 30% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Ninety (70)% of the net CIP price (CIP price less Indian Agency commission) of the 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 submission of documents specified hereunder:

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

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

(iii) Four Copies of packing list identifying contents of each package;

(iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;

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

(vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;

(vii) Manufacturer's own factory inspection report and

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

(ix) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.

b) On Acceptance:

Balance payment of 30% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

C) Payment of Turnkey, if any:

Turnkey payment will be made as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

17.2 The supplier shall not claim any interest on payments under the contract.

17.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

17.4 Irrevocable & non – transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would

be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

17.5 The payment shall be made in the currency / currencies authorised in the contract.

17.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

17.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

17.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

17.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

—I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.