

(2nd call)

Notice Inviting Tender for

"ICU & Neonatal Ventilator"

At

All India Institute of Medical Sciences, Raipur

No	DME Stage	Start Date & Time
1.	NIT No.	Admin/Tender/ICU_ & Neonatal Ventilator/2/2014
2.	NIT issue date	04-12-2014
3.	Last Date of submission	26-12-2014 at 03:00 PM



All India Institute of Medical Sciences, Raipur

Tatibandh, Raipur – 492099, Chhattisgarh

Tele: 0771- 2573777, email: admin@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in

Chapter I- Instruction to bidders

Notice Inviting Tender

“ICU & Neonatal Ventilator”

All India Institute of Medical Sciences, Raipur, Chhattisgarh, 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 item(s) at the institute. You are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

Schedule	Name of the Items required to be purchased	Quantity tendered for	EMD
A.	ICU Ventilator	06	3,00,000/-
B.	Neonatal Ventilator	02	1,00,000/-

- Interested parties may send their tender in sealed cover addressed to the Administrative Officer, All India Institute of Medical Sciences, Tatibandh, Raipur superscripted with tender number and complete in all respects latest by 26-12-2014 up to 3:00 pm. The Technical Bid will be opened on the same day at 03:30 PM in the Committee Hall, Medical College Building, All India Institute of Medical Sciences, Raipur. The tenders received after the scheduled date and time will be rejected out rightly.
- The tender is in **two- bid** system i.e. Technical Bid & Financial Bid .The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various item(s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
- The bidder should seal the technical bid and the financial bid in separate covers superscribed **“Technical bid for Tender for ICU & Neonatal Ventilator”** and **“Financial Bid for Tender for ICU & Neonatal Ventilator”**. Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as **“Tender for ICU & Neonatal Ventilator”**. The ‘Technical Bid’ will be analyzed and ‘Financial Bid’ of only those firms who are found eligible in ‘Technical Bid’ will be opened in due course and the eligible firms would be intimated there of accordingly.

Schedule of Tender

Issue Date	:	04-12-2014
Last date and time of receipt of tender	:	26-12-2014 at 03:00 PM
Amount of Earnest Money Deposit (EMD)	:	Schedule A ₹ 3,00,000/- (Rupees Three Lakhs)
	:	Schedule B ₹ 1,00,000/- (Rupees One Lakh)
Tender Cost	:	₹ 5,000/- (Rupees Five Thousand Only)
Date & time of opening of tender	:	26-12-2014 at 03:30 PM
Venue	:	Administrative Office, AIIMS, Tatibandh, Raipur-492099

4. Tender document may be downloaded from this Institute's official website <http://www.aiimsraipur.edu.in> or www.tenders.gov.in and the tenderer shall deposit a separate Bank Draft/ Pay Order/ Banker's cheque in favour of "**All India Institute of Medical Sciences, Raipur**" worth ₹ 5,000/- along with tender Document (Technical Bid). The tenders submitted without tender cost or without EMD shall be liable to be rejected summarily. The cost of the bid document is non-refundable.

Administrative Officer
AIIMS, Raipur

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - Notice Inviting Tender for ICU & Neonatal Ventilator for All India Institute of Medical Sciences, Raipur

1. Earnest Money:

Earnest money by means of a Bank Demand Draft/DD/ /FD/Pay Order of

- ₹ 3,00,000/- (Rupees Three Lakhs only) for **Schedule-A**
- ₹ 1,00,000/- (Rupees One Lakh only) for **Schedule-B**

Should be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD/BG/FD may be prepared in the name of "**All India Institute of Medical Sciences, Raipur**".

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the ministry in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

2. 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 ICU & Neonatal Ventilator**" and "**Financial Bid for Tender for ICU & Neonatal Ventilator**". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "**Tender for ICU & Neonatal Ventilator**"
- Tender shall be rejected if the copy of sales tax registration certificate (now called as VAT) is not furnished. Firm shall furnish a certificate on their firm's letterhead stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes.
- Hand written quotations shall be accepted at bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.

- All the equipment quoted should be supplied along with the original catalogue with detailed data sheet.

3. Signing of Tender:

All the duly filled/completed pages of the tender should be given serial /page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

N.B.

- i. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii. In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- iii. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Raipur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- iv. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

4. Opening of Tender

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

5. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

6. Right of acceptance:

AIIMS, Raipur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

7. Communication of Acceptance / Right of Acceptance:

AIIMS, Raipur, reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

8. Performance Security:

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled/Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Raipur". The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled/Nationalized Bank. Performance Security will be discharged 60 days after completion of contractual obligations (including warranty & CMC period if applicable) under the contract.

9. Delivery & Installation:

The successful bidders should strictly adhere to the following delivery schedule supply, installation & Commissioning should be effected within 4 to 6 weeks from the date of supply order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Like liquidity damage @0.5% per week shall be imposed.

10. Inspecting, Testing and Quality control

- i. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- ii. The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- iii. Stage Inspection: The Supplier shall offer semi-finished product without paint for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.

- iv. Before resorting to Bulk Manufacture, the supplier shall offer/send the prototype/actual-finished sample for approval by the Inspector. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or from the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contract or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier.
- v. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re- inspection.
- vi. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind, which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- vii. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- viii. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- ix. Goods accepted by the purchase/AIIMS, Raipur and/or its inspector at initial inspection and in final inspection in terms of the contract should in no way dilute purchasers/AIIMS, Raipur's right to reject the same later.
- x. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Further to above if on the goods being rejected by the Inspector or AIIMS, Raipur at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery

the Purchaser shall be at liberty to:-

- a. Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
- b. Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or
- c. Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
- d. The Inspector shall have the power:-
 - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - To reject any goods submitted as not being accordance with particulars.
 - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
 - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be borne by the Purchaser.

Inspector's decision as regards the rejection shall be final and binding on the Supplier.

11. Guarantee / Warranty, Service, Maintenance:

Warranty

The tenderers must quote for 5 years onsite warranty from the date of completion of the satisfactory installation as certified by the stipulated committee. The Warranty charges **shall not** be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years on site CMC (include free labour, repair, other services & spare parts). Failure to comply this condition will entail the rejection of the Bids. The price comparison shall be made taking into account on basic price and post warranty CMC. The Rate Contracting Authority reserves the right to award CMC. A.M.C. (without spare parts) shall be quoted for equipments costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing above Rs.5.00 Lacs. So the price of CMC should be quoted according to the cost of equipment. The amount of CMC would be released to the supplier on successful completion of the maintenance of that particular year duly certified by the user department.

Service

The supplier will ensure regular maintenance service by the appropriate engineer having the technical know-how of the equipment. The supplier shall also ensure the presence of resident engineer in the geographical location of this city of Raipur so that he attends the call without loss of time.

Maintenance

It will be mandatory for the supplier to enter into a maintenance contract as applicable below:

- a. If the cost of the unit/instrument/equipment is less than INR Five Lakhs, then the supplier has to sign an annual maintenance contract with the purchaser. During this period the supplier shall ensure quality maintenance / check service of minimum 4 times a year in addition to the calls that might be raised by the user department. This contract will be 1 % per annum of the base price (exclusive of taxes / duties) quoted in the financial bid and shall be paid to the supplier at the end of the year with the clearance / satisfaction certificate issued by the user department.
 - b. If the cost of the unit/instrument/equipment is more than INR Five Lakhs, then the supplier has to sign a comprehensive maintenance contract with the purchaser. During this period the supplier shall ensure quality maintenance / check service of minimum 4 times a year in addition to the calls that might be raised by the user department. This contract will be 3 % per annum of the base price (exclusive of taxes / duties) quoted in the financial bid and shall be paid to the supplier at the end of the year with the clearance / satisfaction certificate issued by the user department.
- Non-compliance of any of these conditions or any of the conditions mentioned in the document renders the purchaser to blacklist the supplier along with appropriate legal actions.

12. Downtime penalty Clause

- During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs) if downtime more than 5% the institute shall be entitled to impose penalty equal to amount of 0.05% of the total cost of the equipment per day for the first seven days will be payable by the vendor which will doubled on subsequent weeks along with extension of warranty period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute. If accessories/other attachments of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the AMC from the third party separately along with the main offer and the third party will have to sign the AMC with the Institute if required.
- In no case instrument should remain in non-working condition for more than **7days**, beyond which a penalty of **2% of machine cost** will be charged per day.

13. Liquidated Damages

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time

frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10% of value of delayed supply is reached, Purchaser may consider termination of the tender.

14. 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 shall 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, AIIMS, Raipur party may, at least option to terminate the contract.

15. 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, Raipur shall have the power to terminate the contract without any prior notice.

16. 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, Raipur. In that event the security deposit shall also stands forfeited.

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, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

17. Right to call upon information regarding status of work:

The AIIMS, Raipur will have the right to call upon information regarding status of work/ job at any point of time.

18. Terms of payment:

1. 70% of the purchase order value will be released after the successful supply & remaining 30% of the amount shall be released after the successful completion of the installment and commissioning of equipment & accessories and demonstration of the performance to the satisfaction of the concerned department.
2. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

19. Arbitration

If any difference arises concerning this agreement, its interpretation on payment to be made thereunder, 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.

20. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

**Administrative Officer
AIIMS, Raipur**

Chapter III - Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The participant manufacture/companies having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached. Client may also visit and inspect the manufacture set up as deemed fit.
2. Manufacturer should be European CE & US FDA/ EN ISO Certified. Dealers participating should enclose certificate from their parent manufacturer company.
3. The firm should be registered and should have the turnover of atleast **50%** of contract value of business in India the last three consecutive financial years.
4. The firm has to submit a proof of turnover as mentioned above supported by attested by C.A. documentary materials.
5. Tenderer must provide evidence of having supplied to at least 3 reputed government / reputed private organizations in India including at least one government institution & atleast **1/3** contract value in the last three years.
6. The demonstration of the equipment forms an essential part of the tender. The bidder has to arrange for the demonstration of the equipment with no financial assistance from AIIMS Raipur.
7. The tenderer can quote for either/all of the schedules mentioned in the bid. If the tenderer is quoting all the Schedules it has to include separate financial bid for each schedule in a separate envelope labeled with the respective schedule on the envelope. **Price of the individual instrument/equipment in each schedule should be mentioned in the financial Bid of the quoted schedule, if not the bid for that schedule will be out rightly rejected.**
8. **AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.**
9. The delivery of the items will have to be made at AIIMS, Raipur. No transportation and cartridge charges will be provided for the same.
10. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

(In separate sealed Cover-I super scribed as "Technical Bid")

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
1.	Name & Address of Tenderer with phone number, email, name and telephone/mobile	Mention in Letter head		
2.	Specify your firm / company is a manufactures / authorised dealer / distributor / Agency	Mention in Letter head		
3.	Name, Address & designation of the authorized person (Sole proprietor / partner / Director)	Mention in Letter head		
4.	Power of Attorney / authorization for signing the bid documents	Mention in Letter head		
A	Original Equipment Manufacturers (OEM) Prequalification:			
	(a) Please provide the name, address, and the other details of the OEM. If the OEM is originally incorporated in other country, please furnish such details for India also. (b) Please provide full details of factory /manufacturing units.			
5.	OEM must be a European CE & US FDA/ EN ISO Certified company consistently	Copy of Valid certificates		
B	About the tender Offer			
6.	Tenderer must provide evidence of having supplied government hospital /reputed private hospital organizations in India similar nature of items of at least 1/3 value of contract amount in the last three years.	<ul style="list-style-type: none"> • Copy of the all the Supply orders. • Satisfaction certificates (along with contact details) from at least three institutions. 		
7.	The Average annual turnover of the bidder in the last three financial years should not be less than 50% of the contract value.	Copies of authenticated balance sheet for the past three financial years		
C	Dealer / Distributor Prequalification:			
8.	Tenderers, if not OEM, must submit OEM's authorization certificate that the tenderer is authorized for selling, and maintaining the equipment quoted for.	OEM's authorization letter		

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
9.	Dealers/Agency participating should enclose European CE & US FDA/ EN ISO certificate from their parent manufacturer company	Copy of Certificate		
10.	A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.	Undertaking authorization letter		
D	Tender Related			
11.	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.		
12.	Whether original catalogue of the equipment/instruments quoted with detailed data sheet enclosed.			
E	Other Relevant Information required			
13.	Permanent Account Number	Copy of the PAN Card		
14.	Please attach copy of last three years of Income Tax Return			
15.	VAT/Service Tax Registration Certificate	Please attach certificate		
16.	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.			

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
17.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected.			
18.	Details of the FDR/DD/BG of bid security (EMD)			
	A. Schedule A - ₹ 3,00,000/-	FDR/DD/BG No: Date: Payable at:		
	B. Schedule B - ₹ 1,00,000/-	FDR/DD/BG No: Date: Payable at:		
19.	Detail of cost of Tender for Rs. 5,000/- (downloaded from website)			

Note:

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Declaration by the Tenderer:

- 1) That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
- 2) That I/We shall supply the items of requisite quality.
- 3) That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address :

“ICU & Neonatal Ventilator”
 AIIMS, Raipur
FINANCIAL BID for SCHEDULE – A

(In sealed Cover-II super scribed “Financial Bid for Schedule – A”)

S. No.	Item Description	Qty of units	Unit Price in INR		Custom duty in INR (if applicable)		Taxes (if applicable) VAT / Sales Tax/etc in INR		Service Tax (if applicable) in INR		Total Unit Price (including all taxes)		Total price of (Unit price x Quantity)	
			Figures	Words	Figures	Words	Figures	Words	Figures	Words	Figures	Words	Figures	Words
1	ICU Ventilator	06												
2	Accessories													
	CMC Total for Five Years (Details is to be mentioned in separate Table)													
	Grand Total*:													

The grand total * will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE:

SIGNATURE WITH NAME AND SEAL

Signature of Bidder

“ICU & Neonatal Ventilator”

AIIMS, Raipur

FINANCIAL BID for SCHEDULE – B

(In sealed Cover-II super scribed “Financial Bid for Schedule – B”)

S. No.	Item Description	Qty of units	Unit Price in INR		Custom duty in INR (if applicable)		Taxes (if applicable) VAT / Sales Tax/etc in INR		Service Tax (if applicable) in INR		Total Unit Price (including all taxes)		Total price of (Unit price x Quantity)	
			Figures	Words	Figures	Words	Figures	Words	Figures	Words	Figures	Words	Figures	Words
1	Neonatal Ventilator	02												
2	Accessories													
	CMC Total for Five Years (Details is to be mentioned in separate Table)													
	Grand Total*:													

The grand total * will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE:

SIGNATURE WITH NAME AND SEAL

Signature of Bidder

**PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C) AFTER EXPIRY
OF WARRANTY**

(RATES SHOULD BE QUOTED IN INDIAN RUPEES ONLY)

SCHEDULE – A/B

Sr No	SME Code No.	Name of the Equipment	For Sixth year with spare parts & labour	For Seventh year with spare parts & labour	For Eighth year with spare parts & labour	For Ninth year with spare parts & labour	For Tenth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature

Name in Capital Letters

Designation

SPECIAL CONDITIONS

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment.
3. The bidder should not have been blacklisted before.
4. The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.

Declaration by the Bidder:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding purchase of Maxillofacial Surgery Instruments . I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address:

Annexure-I**TECHNICAL SPECIFICATION FOR ICU & NEONATAL VENTILATOR****TECHNICAL SPECIFICATIONS****General Specifications:**

1. All the material /equipment should be European CE & US FDA Certified.
2. All the Electronic equipments should comply with Electrical safety conforms to standards for electrical safety IEC 60601-1.
3. All the equipment's power input should be 220-240 V AC, 50Hz fitted with Indian plug.

SCHEDULE- A ICU VENTILATOR (06 Nos)

Sr. No.	Name of Equipment	Specifications Required for the Equipment to be purchased
(A)	General requirements:	<ol style="list-style-type: none"> 1. Should be touch screen. 2. Screen size should be 10" inch or more.. 3. Compressed air / oxygen driven. 4. Should have the following modes. <ol style="list-style-type: none"> a. Volume and Pressure Controlled modes b. SIMV (Pressure controlled and volume controlled) with pressure support c. Spontaneous modes like CPAP / PEEP d. Inverse Ratio ventilation e. Advanced mode like Pressure Regulated volume control mode f. Airway Pressure Release ventilation g. Non-invasive ventilation in all modes 5. Should have the facility for following settings: <ol style="list-style-type: none"> a. Tidal Volume: Minimum 20 ml and maximum of 1500 ml or more in Volume control b. PEEP up to 30 cmH₂O or more c. Pressure support up to 35 cmH₂O d. Flow Pattern: Square, Decelerating, Sinusoidal e. Respiratory Rate up to 80 bpm or more f. Inspiratory Plateau up to 60% of Inspiratory time

Sr. No.	Name of Equipment	Specifications Required for the Equipment to be purchased
		<p>g. SIMV Rate up to 60 cycles/min</p> <p>h. Pressure Support Slope: up to 150 cm H₂O / Sec.</p> <p>i. FIO₂: 21% - 100%</p> <p>j. Should be provided with inspiratory and expiratory flow sensor. Should be flow triggered with or without facility for pressure triggering.</p> <p>k. Manual Cycle, Inspiratory Pause, Expiratory Pause and Prolonged Expiration</p> <p>6. Should be able to monitor and measure the following parameters</p> <ul style="list-style-type: none"> • Tidal Volume • Plateau • Mean Airway Pressure • Peak Airway Pressure • Intrinsic PEEP • RSBI (Rapid Shallow Breathing Index) - It should be a standard parameter. • Resistance and Compliance <p>7. Should have ultrasonic/ pneumatic nebulizer, which should be synchronized with inspiration</p> <p>8. Should have the facility to find (Lower inflection point) and UIP (Upper Inflection Point)</p> <p>9. Compiled trend analysis at least for 24 hours for all measured parameters.</p> <p>10. Should have facility to compare 2 or more loops/graphs of similar type</p> <p>11. Should have facility to measure:</p> <ul style="list-style-type: none"> i. Pressure / Volume loops ii. Flow/ volume loops iii. Pressure/flow loops <p>12. Should display minimum 4 curves/graphs simultaneously on the screen.</p> <p>Should have audio-visual alarms for the following parameters:</p> <ul style="list-style-type: none"> a. FiO₂ peak aspiratory pressure – High & Low b. FiO₂ – high & low

Sr. No.	Name of Equipment	Specifications Required for the Equipment to be purchased
		<p>c. Respiratory rate – high & low</p> <p>d. Tidal volume – high & low</p> <p>e. Minute volume – high & low</p> <p>13. The ventilator should be US FDA & CE certified & approved.</p> <p>14. Should have integrated compressor from the same manufacturer.</p> <p>15. Should have battery backup of minimum 60 minutes for compressor and ventilator.</p> <p>16. Should have Ultrasonic / Paramagnetic / Galvanic O₂ sensor. All sensor should be covered in warranty-guarantee and CMC.</p> <p>17. Accessories with each unit – Humidifier - 1</p> <p style="padding-left: 40px;">Reusable Circuits: Pediatric – 5</p> <p style="padding-left: 80px;">Adult – 5</p> <p style="padding-left: 40px;">Disposable Circuit - Pediatric – 5</p> <p style="padding-left: 80px;">Adult – 5</p> <p>18. –</p> <ul style="list-style-type: none"> • Filters – HME x 100 • Expiratory valve/cassettes – 2 sets (Reusable) • Flow Sensors –10 • Support arm for the breathing circuit from the same manufacturer. • Ventilator trolley from the same manufacturer. • O₂ hose – 2 nos, • Air hose – 2 nos. • Humidifier – 810 (Reusable chambers) <ul style="list-style-type: none"> Adult – 3 Pediatric – 2 Disposable Chambers & Circuits <ul style="list-style-type: none"> Adult – 10 Pediatric – 10 • Test Lung <ul style="list-style-type: none"> Adult – 1 Pediatric – 1 • Nebulization kit <ul style="list-style-type: none"> Adult – 10 Pediatric – 10

SCHEDULE-B NEONATAL MECHANICAL VENTILATOR (2 NO.)

Sr No.	Name of Equipment	Specifications Required for the Equipment to be purchased
(A)	General requirements:	<ol style="list-style-type: none"> 1) Should be able to ventilate patients with body weight from 400 grams to 20 Kg 2) Should be touch screen 3) Should have battery back-up for the ventilator with integrated re-chargeable internal battery or should have UPS for 60 minutes operation for both compressor + machine. 4) Should have an integrated high resolution screen with color display of at least 12 inches screen size 5) Should have an integrated electronic blender for blending Air and Oxygen 6) Should have an imported integrated compressor from the same manufacturer 7) US-FDA and European CE certificate 8) Should have device checking mechanism where it can determine and display the compliance and resistance of the system, determine leakage in the patient hose system, and checking of valves, gas supply system, flow sensors, etc. 9) Should have an automatic leak compensation facility that provides sensitive triggering even with changing ET-tube leaks
(B)	Ventilation modes required	<ol style="list-style-type: none"> 1) Invasive ventilation: <ol style="list-style-type: none"> a) Pressure limited: SIMV, Assist Control/SIPPV, Pressure Support (PSV) b) Should have volume targeting or volume assured or volume guarantee function in all pressure limited modes to ensure a preset tidal volume delivery by automatically varying the inspiratory time 2) Non-invasive ventilation: CPAP and NIMV 3) Should have apnea back-up facility with back up settings configured for neonates
(C)	Waveforms and loops:	<ol style="list-style-type: none"> 1) Should be displayed on the integrated high resolution screen with color display of at least 12 inches screen size 2) Scalar graphics – for pressure, volume and flow; scales should be user selectable and adjustable for neonatal settings 3) Loop graphics – for pressure-volume, flow-volume, pressure-flow combinations; scales should be user selectable and adjustable for neonatal settings 4) Should have freezing and measuring facility for Loops and curves 5) Facility of movable cursor to read numeric values at any of point on the loop where the cursor is kept 6) Should have adjustable inspiratory flow patterns from square wave, sinusoidal, and decelerating wave
(D)	Ventilator parameters and settings:	<ol style="list-style-type: none"> 1) parameters - Peak pressure, positive end expiratory pressure (PEEP), ventilator rate, inspiratory and expiratory time, oxygen concentration (in 1 % increments or decrements), and tidal volume

Sr No.	Name of Equipment	Specifications Required for the Equipment to be purchased
		<p>2) Should be able to monitor and display the following parameters: Peak pressure, PEEP, mean airway pressure (MAP), Respiratory rate, FiO₂, Minute Volume, Tidal Volume (Inspired and expired, Leak %), Resistance, Compliance, Amplitude, Frequency</p> <p>3) Should have the following settings and ranges:</p> <ul style="list-style-type: none"> a) Inspiration Time: 0.1 – 3 sec b) Expiration Time: 0.1 – 30 sec c) Respiratory rate up to 150 breaths per minute in conventional modes d) Flow: Preset patterns – square, sinusoidal, decelerating e) PEEP: 0-20 mbar / cmH₂O f) Inspiratory Pressure: 5 – 60 mbar/cmH₂O g) Tidal Volume: 2 – 200 ml h) Proximal flow trigger facility with a trigger sensitivity of at least 0.2L/minute i) Oxygen concentration (FiO₂): 21% – 100%
(E)	Display:	<ul style="list-style-type: none"> 1) Inspiratory time 2) Expiratory time 3) I: E ratio 4) Ventilator rate/Frequency 5) Mean airway pressure 6) Amplitude 7) Inspired oxygen concentration 8) Tidal volume and minute ventilation 9) Trends of set and measured parameters with a trend memory of at least 48 hours 10) Leak percentage 11) Display of silenced alarms
(F)	Alarm limits:	<p>Should have visual as well as audible alarm with user adjustable alarm levels with text message for:</p> <ul style="list-style-type: none"> 1) Power failure 2) Circuit disconnection 3) Tube obstructed 4) Minute Volume 5) Tidal Volume 6) Peak pressure 7) PEEP 8) Mean airway pressure 9) Patient disconnection 10) Gas failure 11) Low and high FiO₂

Sr No.	Name of Equipment	Specifications Required for the Equipment to be purchased
(G)	Power supply:	220-240 V and 50-60 MHz
(H)	Miscellaneous:	<ol style="list-style-type: none"> 1) Complete unit should be mounted on a sturdy pedestal imported trolley with good quality castors for easy movement of the complete ventilator. At least two of the four wheels should be lockable. 2) Each unit should have a circuit hanger to support the patient circuit 3) Each unit should be supplied with a heated servo controlled humidifier (either integrated or stand alone) of the latest model with temperature display for set as well as measured temperature, and complete with all accessories to make it operational. The humidifier should have the following requirements: <ol style="list-style-type: none"> a) Heater with flow resistance up to 1 cmH₂O /L/sec b) Temperature range: 28-39 deg. C c) Warm up time less than 15 minutes d) Temperature control accuracy: ± 2 deg. C e) Automatic audible and visual alarms for high and low temperatures f) Visual indicator for water level and digital display for temperatures g) Compatible with both reusable and disposable ventilator circuits 4) Nebulizer: Should be in-built and inspiration synchronized and preferably volume compensated with a time-programmable flow mechanism to activate nebulizer 5) Manual oxygen key while suction; user adjustable oxygen concentration delivery while this manual mode is operated 6) Should have an adjustable mechanical relief valve for excess pressure 7) Should be able to be connected to central air line via an external compressor so that the compressor automatically switches on when air pressure in the central line drops below the recommended level 8) Each unit should come with two set of standard Oxygen and Air hoses with hose connectors 9) The firm should agree for periodic regular replacement of oxygen cells, compressor filters and ventilator filters during warranty and CMC as per requirement. <ul style="list-style-type: none"> ▪ Quotation must include a compliance statement and in addition, each of the above points is marked in the technical brochure. Points not covered in the brochure must be specifically addressed in a separate certificate.
(I)	Consumable Accessories	<p>(per ventilator per year to be supplied on an annual basis during comprehensive warranty as well as CMC):</p> <ol style="list-style-type: none"> 1) Autoclavable reusable high quality Neonatal specific low compliance heated ventilator circuits – 5 nos.

Sr No.	Name of Equipment	Specifications Required for the Equipment to be purchased
		<p>2) Heater wires for ventilator circuits (wherever applicable) – 2 nos.</p> <p>3) Guide wire for insertion of heater wires (wherever applicable) – 1 no.</p> <p>4) External type flow sensors for neonatal use (if the ventilator is having one): its number should be calculated for one year based on its validity.</p> <p>5) In case of standalone humidifiers: 2 sets each of temperature probes, reusable humidifier chambers, heater wire adaptors for reusable circuits, and heater wire adaptors for disposable circuits with each humidifier</p> <p>6) In case of integrated humidifiers: One each of temperature sensors and reusable humidifier chambers with each ventilator</p> <p>7) Nebulization kits / cartridges with all accessories – 5 nos.</p> <p>8) Neonatal test lung – 1 no.</p> <p>9) Air filters (both inspiratory and expiratory – wherever applicable) – 2 each in case of reusable type (OR) 8 each in case of disposable type</p> <p>10) Nasal interface (3 in number) with nasal mask (4 each of all sizes) and nasal prongs (4 each of all sizes) and bonnet (5 each of only preterm size) with each ventilator.</p> <p>11) Disposable Chambers & Circuits:</p> <p>Neonatal – 20</p> <p>Nebulization kit:</p> <p>Neonatal – 20</p> <p>Manuals: One set of operator & service manuals with each monitor</p> <ul style="list-style-type: none"> ▪ Should be able to provide training of all healthcare personnel during first 1 month of installation in the group of 5 trainees per session. ▪ US-FDA and European CE certificate must be enclosed and must be approved for neonatal use ▪ Onsite physical demonstration of the machine with all standard actual accessories of the same make which the firm intends to supply will be mandatory if demanded by the technical committee. The ventilator with all the accessories has to be left in the unit for demonstration on real patients for at least 7 days. <p>Warranty and CMC:</p> <ul style="list-style-type: none"> ▪ Comprehensive warranty period: 5 years after satisfactory installation and CMC for 5 years after comprehensive warranty ▪ Availability of spares for at least 10 years after date of installation ▪ Comprehensive warranty and CMC would include all parts-plastic, metallic,

Sr No.	Name of Equipment	Specifications Required for the Equipment to be purchased
		<p>glass, batteries and rubber (without any exclusion) except the consumable accessories listed above.</p> <ul style="list-style-type: none"> ▪ Comprehensive warranty and CMC would include periodic checking and periodic calibration of all parameters strictly as per manufacturer's recommendations (at least every 3 month) and any spares or standards required for that. ▪ Should have online and telephonic registration of the complaints ▪ Should have resident service engineer in Raipur and should be available 24 x 7 to solve the complaints. ▪ Down time of the equipment will start from the time of lodgement of first complaint. ▪ The company must ensure that the machine remains FULLY functional all the time for the period of warranty and CMC. ▪ If machine is not made fully functional within 24 hours of the lodgement of complaint (even for single parameters), a standby machine of similar configuration must be provided. Failure to do so will invite an increase in the period of comprehensive warranty or CMC by 7 times of the downtime period. (i.e. 7 days for every 1 day of downtime). ▪ This will be valid even for holidays. ▪ No request in this regard will be entertained on the pretext of on availability of items with the supplier/company. <p>Quoting Price and Rates:</p> <ul style="list-style-type: none"> ▪ Rates should be quoted in full (indicating rates of items quoted, VAT, CST, Octroi, Insurance, Packing, freight excise) and separately. ▪ The total cost of accessory items along with the cost of machine will be considered for comparative purpose among companies. ▪ If the firm does not list any item in the tender, no payment will be made for the items required for complete operation of the machine. ▪ The firm will be obliged to supply any omitted items for the entire duration of warranty free of cost and no representation on this will be entertained. <p>If the company fails to quote for any item, it has to provide the item free of cost for three years.</p>

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM
(Clause C (12) of the tender)

To

The Administrative Officer,
All India Institute of Medical Sciences Raipur

Dear Sir,

TENDER: _____.

we, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of Messrs. _____
(Name of manufacturers)/Principal.