



**TENDER DOCUMENT FOR SUPPLY OF
ICU VENTILATORS
(NATIONAL COMPETITIVE BIDDING)**

**OFFICE OF THE JOINT DIRECTOR OF HEALTH SERVICES (MALARIA), ASSAM CUM
STATE PROGRAMME OFFICER
NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S. ROAD, GUWAHATI-781005,ASSAM
Tele-fax No. 0361-2341089, E-mail: nvbdcpassam@gmail.com**



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**TENDER FOR SUPPLY OF
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(NATIONAL COMPETITIVE BIDDING)**

- Tender Reference No: : NVBDCP/VII-2/PSCM/PICU/2014/**905**
Dated:-29/01/15
- Date of Commencement of Sale/Upload of Tender Document : 30/01/15
- Last date for sale/download of Tender Document : 19/02/15 up to 1 p.m.(hard copy)
- Pre-Bid meeting : 13/02/15 by 2 p.m.
- Closing date & time of receipt of Tender Document : 19/02/15 by 2pm
- Opening date & time of tender : 19/02/15 by 2.15 pm
- Place of opening of Tender :Office of the Jt. Director of Health Services(M)
cum, State Programme Officer
National Vector Borne Disease Control Programme
Saikia Commercial Complex, Srinagar Path
G.S Road, Christianbasti, Guwahati-05
- Address for Communication :Office of the Jt. Director of Health Services(M)
cum, State Programme Officer
National Vector Borne Disease Control Programme
Saikia Commercial Complex, Srinagar Path
G.S Road, Christianbasti, Guwahati-05
- Cost of Tender Document : **Rs. 2000/- (Two Thousand)** only in form
of Demand Draft.

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TENDER NOTICE FOR

SUPPLY OF ICU VENTILATORS

TO NVBDCP, ASSAM

Sealed tender in **TWO BID SYSTEM** (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs.8.25 (Rupees eight and paisa twenty five only) or IPO of Rs 10/- (for bidders located outside the state of Assam) are invited by the Joint Director of Health Services (Malaria) cum State Programme Officer, NVBDCP,ASSAM from manufacturers / authorized dealers or distributors for supply of **ICU Ventilators** to different hospitals of Assam.

1. LAST DATE FOR RECEIPT OF TENDERS

Sealed tenders in two separate covers {Technical Bid(Cover-A) & Price Bid(Cover-B)} will be received till 19/02/15 up to 2.00 P.M. by the Joint Director of Health Services (Malaria) cum State Programme Officer, , National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam

2. IMPORTANT NOTES:

- a) The bidder shall quote prices in Indian Rupees only, on FOR destination basis.
- b) Delivery of the ordered items shall be at designated Health Institutions in Assam.
- c) Arrangement of Road Permits for dispatch of consignments shall be the responsibility of the successful bidder (s).

3. PRE-BID MEETING

A Pre- Bid meeting with all the intending bidders will be held at Conference Hall of NRHM Office on 13/02/15 by 2 p.m.

4. ELIGIBILITY CRITERIA

- A. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying Medical Equipments/Instruments to Govt. Organizations.
- B. Average Annual turnover of the bidder (who is not a manufacturer) in the last three financial years i.e. 2011-12, 2012-13, 2013-14 from sales of Hospital Medical Equipments/Instruments shall not be less than Rs 01 (one) Crore.
- C. Manufacturer participating as bidder or manufacturer from whom the Medical Equipments/Instruments would be sourced by the dealer should have an average Annual Turnover of Rs 05 (Five) Crores in the last 3 financial years i.e. 2011-12, 2012-13, 2013-14.
- D. Bidder should have at least 3(Three) years Market Standing as supplier of Medical Equipments/Instruments. Necessary supporting documents to be enclosed.

- E. Bidder should have valid quality certificates like US FDA, CE etc. as specified in details in the product specification. All such certificates should have been obtained and valid in the past 3 years.
- F. Bidder shall have experience in supply & installation of Hospital Equipments/Instruments in the last 3 (three) financial years .
- G. Bidder who has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be allowed to participate in the tender during the period of blacklisting.

5. GENERAL CONDITIONS.

- (II) A bidder quoting rates for supply of items must also quote for Comprehensive Maintenance Contract price of such items for a period of 3 years.
- (III) The quantity of each item indicated in the bid document is tentative and subject to change depending on actual requirement.
- (IV) Tender documents may be obtained from the office of Tender Inviting Authority during office hours on payment of Rs 2000/-(non – refundable) in the form of Demand Draft drawn in favour of “ State Health Society, NVBDCP Assam” payable at Guwahati The tender documents may also be downloaded from the official website- www.nrhmassam.in.The bidder downloading the Bid document from the website will be required to deposit Rs 2000/-(non – refundable) in the form of Demand Draft drawn in favour of “ State Health Society, NVBDCP Assam” payable at Guwahati while submitting the Tender. Tender without the fee of Rs 2000/- will not be accepted.
- (V) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- (VI) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the bid document.
- (VII) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them .In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- (VIII) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.

- (IX) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (X) When a bidder specifies name of the manufacturers of different products in the format at Annexure VIII, all required documents (specifically Average Annual Turnover Statement & quality certificates) of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

6. TECHNO-COMMERCIAL BID - COVER "A"

The Bidder should furnish the following documents/charges in a separate cover hereinafter called "Cover A".

A. Court Fee Stamp/IPO and Tender Document Fee

Court fee stamp of Rs 8.25 (or IPO of Rs 10/- for bidders located outside the State of Assam). Tender document fee of Rs 2000.00 in the form of a Demand Draft in favour of "State Health Society, Assam" payable at Guwahati

B. Earnest Money Deposit (EMD)

Earnest Money Deposit amounting to Rs 4,20,000/- (Rupees Four Lakhs Twenty Thousand Only) only in the form of Demand Draft/Banker's Cheque favoring "**State Health Society, NVBDCP Assam**". Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest.

C. Constitution of Company of Bidder:

Documentary evidence regarding constitution of the company /concern such as Memorandum & Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.

D. Manufacturing License of Principal Manufacturer:

Attested photocopy of valid Manufacturing License duly issued by the Licensing Authority for the products quoted.

E. Import License of Bidder:

Attested copy of Import License, if the products are imported. The license must have been renewed up to date. A copy of a valid license for the sale of the products imported by the firm issued by the licensing authority shall also be enclosed.

F. Power of Attorney of Bidder:

Attested copy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

G. Undertaking of Bidder:

Undertaking in the form at Annexure-I(A) & I(B)

H. Manufacturer's Authorization

Authorization letters from all the manufacturers concerned in the format at Annexure -II. Bids without authorization letters will be disqualified.

I. CE/US FDA etc.

Attested copies of **valid CE/US FDA or both** or any other quality certificate(s) as specified in the technical specification of the products must be submitted.

J. Annual Turnover

Annual turnover statement for last 3 financial years i.e., 2011-12, 2012-13 & 2013-14 in the format given in Annexure-III A and Annexure-III B certified by the Auditor/Chartered Accountant. It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.

K. Execution of similar contracts of Bidder:

Attested/Notarized copies of at least 3 orders for supply of medical equipments to Government organizations during the last three financial years must be submitted.

I. Details of supplies (Hospital Equipments / Instruments) made during the last 3 financial years with summary of Purchase Orders (Refer Annexure IV). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, during the last 3 years should be highlighted.

J. Sales Tax Clearance Certificate of Bidder:

Sales Tax Clearance Certificate, as on 31st December 2014 (as per format at Annexure-V).

K. Undertaking for providing of logo of Bidder:

Undertaking (as per Annexure-VI) for embossment of NVBDCP Assam logo on all items.

L. Details of Manufacturing Unit of manufacturer

Details of Manufacturing Unit as per Annexure-VII. The details containing the name & address of the premises where the items are actually manufactured.

M. List of Items Quoted /Technical Compliance Statement

The List of items quoted shall be furnished as per Annexure – VIII A . The list shall

specifically indicate manufacturer's name along with warranty period offered for each item. Technical Compliance Statement should also be submitted as per Annexure – VIII.

N. Undertaking on Fraud & Corruption of Bidder:

Undertaking on fraud and corruption in the format at Annexure-IX

O. Agreed Terms & Conditions of Bidder:

Agreed Terms & Conditions as per Annexure X.

P. Signature & Seal on each page

The tender document signed by the Bidder in all pages with office seal.

S. Checklist of documents

A Checklist (Annexure-XI) for the list of documents enclosed with their page number. The documents should be serially arranged as per this Annexure-XI and should be securely tied or bound.

The above documents should be sealed in a separate cover super scribed as

"TECHNICAL BID, COVER "A" (TENDER FOR SUPPLY OF ICU VENTILATORS DUE ON 19/02/15)"and addressed to the Joint Director of Health Services (Malaria) cum State Programme Officer, , National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam

7. PRICE BID - COVER "B"

Cover "B" shall contain the Price Bids as per formats at Annexure XII of the Tender document.

A. Signature & Seal on each Page

Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

B. Signature on corrections

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

C. Items Quoted & Rates

The Bidder shall fill up the Annexure XII for items quoted.

D. Landed Cost

The rate quoted per unit or landed price in Annexure-XII shall be inclusive of excise duty, sales tax, packaging charge, freight, Insurance etc. The component of VAT/Sales Tax should also be shown separately.

E. Unit Size/ Rate

The rate quoted in Annexure-XII should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the Annexure-XIII.

The above documents should be sealed in a separate cover superscribed as "PRICE BID, COVER "B" (TENDER FOR SUPPLY OF ICU VENTILATORS DUE ON 19/02/15)" and addressed to the Joint Director of Health Services (Malaria) cum State Programme Officer, , National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam.

The two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "**TENDER FOR SUPPLY OF ICU VENTILATORS DUE ON 19/02/15** " and addressed to the Joint Director of Health Services (Malaria) cum State Programme Officer, , National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam

8. OPENING OF COVER "A" AND COVER "B" OF TENDER

- A. All bidders are entitled to be present at the date and time of opening of Technical Bid - Cover "A".
- B. Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B" of the tender. The price bids of tenderers not found technically qualified shall not be opened.

9. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

10. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 02(two) years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

11. OTHER CONDITIONS

A. Item Details & Quantity

Specifications & Details of Items are shown in Annexure-XIII.. The quantity mentioned is only the tentative requirement and may increase or decrease as per requirement of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

B. Firm Rates

Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, PACKAGING/INSTALLATION & TRAINING CHARGES AT SITE and any incidental charges) should be quoted for each of the required Hospital items on door delivery basis according to the units ordered. Tender for supply of Hospital items with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till completion of the tender period.

C. Unit Rate & Total Value

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

D. Controlled Price/MRP

The price quoted by the bidders shall not, in any case, exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.

E. No Revision/Correction of Rates

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bids.

F. Firm Delivery Schedule

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

G. Execution of Order

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

H. Inspection

Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

12. ACCEPTANCE OF TENDER

A. Tender Evaluation

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders for all items. Price Bids of technically qualified bidders will be evaluated with reference to the quoted rates (landed price of each item). Conditional discounts shall not be taken into account for price comparison.

B. Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject the whole tender for the supply of ICU VENTILATORS tendered at any point of time without assigning any reason.

C. Tender Acceptance

The acceptance of the tenders will be communicated to the successful bidders in writing.

13. AGREEMENT

The successful Bidder shall execute an agreement in the form at Annexure XIV on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

14. NON ASSIGNMENT

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

15. COMMUNICATION

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

16. SECURITY DEPOSIT

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee from any Indian scheduled bank in favour of the Tender Inviting Authority valid for the entire warranty period. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

17. SUPPLY & SERVICE CONDITIONS

A. Purchase Order

Purchase order will be placed on the successful Bidder at the discretion of the Tender Inviting Authority.

B. Specifications & Quality

The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified at Annexure-XIII

C. Warranty Provisions

The successful bidder (Supplier) warrants that the goods supplied under the contract/purchase order are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided

otherwise in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods.

- i. The warranty shall be valid for the period mentioned in the Technical Specification.
- ii. Up gradation of all software shall be done free of cost during the warranty period.
- iii. The warranty should be as per the period mentioned in the Technical Specification.
- iv. The Tender Inviting Authority (Purchaser) shall notify the supplier in writing of any claims arising under this warranty.
- v. Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
- vi. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.
- vii. The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay taxes/duties and all expenses up to the destination for the replaced part.
- viii. During the warranty period, the desired uptime of 95% of 365 days on a 24 hours basis shall be ensured.

D. Delivery Period

The supply should commence within 30 (thirty) days from the date of order and should be completed within 60 (days) maximum, unless otherwise specified in the order.

E. Delivery Point/Destination

The items shall be delivered at the District Civil Hospitals of Sivasagar, Lakhimpur & Golaghat districts of Assam as per the list furnished along with the order or according to instructions given separately with reference to the order.

F. Penalty for Delayed Delivery

- (i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- (ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

G. Alternative Purchase

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

H. Shortage and Damage

It shall be the responsibility of the successful Bidder for any shortages/damages at the time of receipt in Warehouse/Institution. Tender Inviting Authority is not responsible for the items received, for which no order is placed.

I. Comprehensive Maintenance

The successful bidder (Supplier) shall provide post warranty Comprehensive Annual Maintenance Contract (CAMC) service for a period 3 years from the date the warranty is over. The CAMC amount shall include cost of labour, spare parts and consumables required for repair and maintenance of equipments. The scope of work during the CAMC period shall include, inter-alia, the following:

- i) To ensure 95 % uptime of the equipments.
- ii) To upgrade software free of cost.
- iii) To undertake 4 preventive maintenance service in a year.
- iv) To attend to breakdown calls within 24 hours of reporting a fault.

18. FORCE MAJUERE

The above conditions of delivery period, price reduction etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may

include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

19. FRAUD & CORRUPTION:

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

20. LOCAL CONDITIONS:

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.

21. LOGOGRAMS

- A. Tenders for the supply for equipments etc., shall be considered only if the Bidder gives undertaking in his tender that the items will be supplied with the logogram either printed or embossed or affixed as specified.
- B. Failure to supply equipments etc., without the logogram will be treated as breach of the terms of agreement.

22. PACKING

- A. Packing should be sound and be able to prevent damage or deterioration during transit.
- B. In the event the items supplied are found to be damaged or defective the Tender Inviting Authority will be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

24. PAYMENT PROVISIONS

Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. Full payment will be released only after completion of supply/installation of entire ordered quantities. The payments for CAMC service will be made on yearly basis after satisfactory performance of service each year.

- A. On completion of supply of supplied quantities, invoices with challans along with installation reports (certified by the Head of the Health Institution) and warranty certificates should be submitted in triplicate, addressed to the Tender Inviting Authority. For payment towards CAMC, invoices along with quarterly service reports (certified by the Joint Director, Health Service of the district or an authorized official) should be submitted in triplicate, addressed to the Tender Inviting Authority.
- B. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.
- C. In case of any enhancement in excise duty/ Tax due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the

items approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.

- D. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 17 F will be applicable.
- E. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse/institution.

25. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

26. NON CONFORMANCE, TERMINATION & PENALTIES

- A. If the items do not conform to specifications, the same shall be taken back by the supplier at the supplier's cost within a period of 30 days of the receipt of the letter/notice from the Tender Inviting Authority. If the supplier fails to take back the items within the stipulated time, the Tender Inviting Authority will have the right to dispose-off such ITEMS NOT CONFORMING TO SPECIFICATIONS. Tender Inviting Authority may also levy storage charge calculated at the rate of 2% per week on the value of the item rejected till such disposal. The decision of the Tender Inviting Authority or any officer authorized by him on the quality of the items supplied shall be final and binding.
- B. In case of supply of inferior products or products not conforming to specifications, the Tender Inviting Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.
- C. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting

Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.

- D. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.
- E. In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.
- F. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

27. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Joint Director of Health Services (Malaria) cum State Programme Officer, National Vector Borne Disease Control Programme, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S. Road, Guwahati-781005, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Vector Borne Disease Control Programme, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

28. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

29. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Assam only.

UNDERTAKING (by the Bidder)

To

The Joint Director of Health Services (M) cum SPO,
National Vector Borne Disease Control Programme, Assam

Tender No. _____

For supply of _____

Sir,

1. I, Shri _____, on behalf of M/s

_____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.

2. I/We undersigned hereby bind myself/ourselves to the Office of

.....to supply The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.

3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of

..... (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.

a) Authorization from Manufacturer:- We shall furnish authorization from the manufacturer legally enforceable undertaking to the

Purchaser in appropriate format obligations valid for a periodyears from the date of supplied equipment.

4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

UNDERTAKING

(To be submitted by Bidder as well as Manufacturer)

To

The Joint Director of Health Services (M) cum SPO,
National Vector Borne Disease Control Programme, Assam

Tender No. _____
For supply of _____

We,..... do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in NVBDCP Tender No..... Date..... for supply

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :

MANUFACTURER'S AUTHORIZATION FORM (issued by the Manufacturer)

NO.

DATED

To,

The Joint Director of Health Services (M) cum SPO,
National Vector Borne Disease Control Programme, Assam

Tender No.

Respected Sir,

We _____ who are established and reputable manufacturers of _____ having factories at _____ registered office at _____ possessing manufacturing License No. _____ dated _____ Valid up to _____ hereby authorize _____ (name and address of representative and firm), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

1.

2.

We hereby certify that the Machine / spare parts do not contain any recycled or reconditioned parts or components

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm.

(Attach Separate sheet if necessary)

SIGNATURE :

NAME & DESIGNATION :

ANNUAL TURNOVER STATEMENT OF THE **BIDDER**

The Annual Turnover of M/s _____ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2011-12	
2.	2012-13	
3.	2013-14	

Total - Rs. _____ Lakhs

Avg. - Rs. _____ Lakhs

Date :

Seal :

Signature of Auditor /
Chartered

Accountant
(Name in Capital Letters)

ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER

The Annual Turnover of M/s _____ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2011-12	
2.	2012-13	
3.	2013-14	
Total		- Rs. _____ Lakhs
Avg.		- Rs. _____ Lakhs

Date :

Seal

Signature of Auditor /
CharteredAccountant
(Name in Capital Letters)

Performance Statement (of the Bidder)

Tender No:

Sl.	Name of the product (only for Hospital Equipments/ Instruments)	Year	Qty supplied	Value	Name and full address of the Purchaser
	1	2	3	4	5
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT

(To be filled by the applicant)

- 1.** Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment
.....

- 2.** a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.....
.....
.....
b. Places of business of the applicant (All places of business should be mentioned)

.....

- 3** The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).

.....
.....
.....

- 4 a.** Total contract amount in the preceding three years.
 - i. 2011-12
 - ii. 2012-13
 - iii. 2013-14

b. Particulars of Sales Tax for the preceding three years.

Year	Total be assessed Rs.	T.O. Total Tax Assessed Rs.	Total paid Rs.	TaxBalance Due Rs.	Reasons for balance Rs.
2011-12					
2012-13					
2013-14					

c. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.

d. Whether any penal action or proceeding for the recovery of Sales Tax is pending

e. The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the best of my knowledge and belief.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

Enclosure of ANNEXURE-V

(To be issued by the Sales Tax Assessing Authority)

In my opinion, the applicant M/s..... has been / has not been / doing everything possible to pay the Tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax officer or Assistant Commercial Tax Officer having jurisdiction over that place.

Tender No:

UNDERTAKING FOR EMBOSSMENT OF LOGO

We M/s do hereby declare that, if favored with an order, we will supply the ICU VENTILATORS with NVBDCP Logo and the words "NVBDCP ASSAM SUPPLY" or as per any other instructions given in this regard.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

LOGOGRAM



Declaration on Manufacturing Facilities by the Manufacturer
(Separate sheet to be submitted for multiple items)

Tender No. _____

For supply of _____

1. Name of the manufacturer :
2. Full Postal Address :
3. Telephone No. /Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity & item wise capacity :
12. Name of Govt. Departments/ Pvt. : As per Institutions to which the bidder enclosure already supplied the items with quantity value and supply period
18. Has the bidder ever been black listed by any govt. agency? If yes, give details. :
14. Are any cases pending in the court related to any supplies? If yes, give details :

15. Does the firm have the adequate facilities for :

Inspection and quality control?

Please give details

I, _____ Prop./partner/Director
of _____ M/s

Hereby declare that the information given in this form is true and correct to the best of my

knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us is proved to be false at the time of inspection and non – compliance with terms and conditions of the contract.

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE
MANUFACTURER :

★ The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

List of items quoted

Tender No. _____

List of items

Sr. No.	Description of Items	Manufacturer's Name	Warranty Period in Years	Price Quoted/ Not Quoted	Technical Specifications Attached/Not Attached

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

UNDERTAKING ON FRAUD & CORRUPTION (for bidder)

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of ICU VENTILATORS under tender reference no we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

NAME OF THE PURCHASER:

The Joint Director of Health Services (Malaria) cum State Programme Officer,
National Vector Borne Disease Control Programme,
Saikia Commercial Complex, Sri Nagar Path,
G.S. Road, Guwahati-05, Assam

AGREED TERMS & CONDITIONS

Tender Ref No.

A. Details of Bidder

Bidder.....

Offer Ref

Contact Person:.....

Telephone No.

Fax No.

Signature:.....

E-mail:

B. Definitions

1. "Purchaser" means or his authorized representative.
2. "Bidder" or Participant means a person or firm or company who has made an offer for supply of goods and /or works as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with the bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexures to this questionnaire.

Sl. No.	Description	<u>Vendor's Confirmation</u> (YES/NO)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	

	Confirm that the quality will be as per technical requirements.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document, for each schedule quoted, enclosed.	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted prices include packing & forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance, installation & commissioning at site.	
3.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
4.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by you.	
5.	If 4 above is not acceptable, advice maximum possible rate of ED changeable that shall be loaded to your price.	
6.	Confirm that in case of delay on you account any new or additional duties and taxes imposed after the contractual delivery date shall be to your account. This will be in addition to Price Reduction for Delay in Delivery.	
7.	Confirm acceptance of Price Reduction Schedule for delay in Delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
8.	Confirm acceptance of Delivery Period as indicated under clause 16.c of the bid document.	
9.	Confirm acceptance of relevant payment terms specified in the bid document.	
10.	It is noted that delivery period, price reduction, termination etc. are subject to Force Majeure	

	Condition as stipulated in the bid document.	
11.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
12.	Confirm that the prices quoted is not higher in any respect than MRP	
12.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
13.	Confirm that security deposit of 5% of the total order value in the form of a Bank Guarantee from a nationalized bank shall be furnished, which will be valid for a period of one year from the date of order.	
14.	Confirm acceptance of Part order.	
15.	Confirm acceptance of repeat order within 24 months from the date of basic order at same price and terms & conditions.	
16.	Confirm that the batch no, manufacturing date and expiry date will be declared and written in the body of the boxes/cartons. Also confirm that material will be dispatched within 30 days from the date of manufacture.	
17.	It is noted that purchaser would disown any responsibility/liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
18.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
19.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with a supply order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
20.	Confirm that the offer shall be valid for a period	

	of 90 (ninety) days from the date of bid opening.	
21.	Confirm that your organization/company is not a blacklisted organization/company by any Govt. organization.	

Signature:

Seal:

CHECK LIST

Sl.	Cover A	Yes	No
1.	Court Fee Stamp/IPO & Tender Document Fee furnished		
2.	EMD in the form of DD furnished		
3.	Documentary evidence for the Constitution of the company		
4.	Duly attested / notarized copy of License issued by the competent Licensing Authority for the products quoted		
5.	Attested Photocopy of Import license if any		
6.	The instruments such as Power of Attorney, Resolution of Board etc.		
7.	Undertaking as per Annexure I		
8.	Manufacturer's Authorization as per Annexure II		
9.	Attested copy of CE/US FDA Certificate or both wherever applicable (Refer:- technical specification of the products).		
10.	Attested copy of other quality related certificates for hospital equipments & instruments		
11.	Annual Turnover Statement for 3 years (Annexure – III A & Annexure –III B)		
12.	Performance Statement as per Annexure IV		
13.	Sales Tax Clearance Certificate (up to 31/12/15) as Annexure V		
14.	Undertaking for Embossment of logo as per Annexure VI		
15.	Details of Manufacturing Unit as per Annexure VII		
16.	List of items quoted with name of Manufacturer as per proforma		

17	Experience in supply & installation of Hospital Equipments/Instruments in the last 3 (three) financial years. (Documentary proof)		
18	For supplier as bidder 3(Three) years Market Standing as supplier of Medical Equipments/Instruments. Necessary supporting documents to be enclosed		
19	Annexure VIII A		
20	Technical Compliance Statement as per Annexure VIII B		
21.	Undertaking on Fraud & Corruption as per Annexure IX		
22.	Agreed Terms & Conditions as per Annexure- X		

Sl	Cover B	Yes	No
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1. Price Bid as per Annexure XII

PRICE BID

(To be submitted in a separate sealed envelope)

TENDER NO.....

Sl	Brief Description of items	Basic Rate Per Unit	Tax/VAT per unit	Total Rs (4+5)	CAMC charge/unit (for 03 years) inclusive of all taxes Rs	Total (Rate + CAMC) Rs (5+6)
1	2	3	4	5	6	7
1						
2						

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

SPECIFICATIONS & DETAILS OF ITEMS

Item No:-01

Item:- Ventilator (Neonates to adults)

Tentative requirement:- 09 Nos

Specifications:- As under....

- ICU ventilators provide artificial respiratory support to the critical patients in all the types of Intensive Care Units with altitude compensation for volume and BTPS correction for monitoring.
- Advanced Microprocessor Controlled ICU Ventilator –Useful from infant to adult with invasive and non-invasive ventilation with external air source based on external compressor Technology (*No turbine or blower or piston or internal compressor*).
- Integrated Multicolor Touch Screen Display of minimum 12” size for Pressure-Time, Flow-Time, Volume-Time waveform display. Loops of Volume pressure, flow volume, facility to display two loops on one screen.
- Graphic display to have automatic scaling facility for waves.
- Hinged arm holder for holding the circuit.
- Should have Ideal Body Weight facility.
- Should have Trending facility for 24 hours.
- Should record up to 1000 episodes of alarms.
- Should have Automatic compliance & Leakage compensation for circuit.
- Ventilator should have following patient selection: Infant , Paediatric, Adult
- Should have following Modes of ventilation
 - a. Breath Type: Volume control (VC), Pressure Control (PC)
 - b. Modes (in each type): Assist/ Control Mandatory Ventilation
 - c. SIMV, Spontaneous (SPONT), PSV, CPAP
 - d. Should have Back up Ventilation : All Modes
 - e. Frequency : 1 – 150 breath / Mnt
 - f. Tidal Volume : 5ml to 3000 ml
 - g. PEEP/ CPAP: 0 to 45 cm H₂O
 - h. Pressure Support: 0 –60 cm H₂O
 - i. PRESSURE CONTROL : 0- 80 cm H₂O
 - j. Inspiratory Flow : 1 to 180 LPM
 - k. I:E Ratio : Max. inverse: 4:1 to 1:9
 - l. FIO₂ setting : 21% to 100%
 - m. Inspiratory Time : 0.1 sec to 5 sec
 - n. Should have Triggering : Both pressure Triggering – 0.1 to – 05 cm /
 - o. Flow Triggering 0.1 LPM to 2.0 LPM .
 - p. Insp. Hold and Exp. Hold.
 - q. Dual mode / VTPC/PRVC
 - r. Dual mode in pressure support (VTPS)
 - s. BPRV or Bilevel or BiPAP
- Inspiratory flow setting should be directly available and a must criteria.
- Flow patten should be user selectable and must be available.
- Should have Monitoring of the following parameters
 - a. Airway Pressure (Peak & Mean)
 - b. Tidal volume (Inspired & Expired)
 - c. Minute volume (Expired)
 - d. Spontaneous Minute Volume
 - e. Total Frequency
 - f. FIO₂ dynamic
 - g. Intrinsic PEEP
 - h. Plateau Pressure

- i. Resistance (Rinsp & Rexp) & Compliance (Cdyn & Cstat)
 - j. Use selector Alarms for all measured & monitored parameters.
- Should have below advanced monitoring
 - a. Occlusion Pressure (P0.1), Max Inspiratory pressure (pi max).
 - b. RSBI, Imposed work of Breathing (WOBi) and Expiratory Time constant (Tcexp)
 - c. Facility to calculate lower and upper inflection point (P/V Flex points)
 - Should have Slope / Rise (Manual and Automatic must) setting as in-built facility.
 - Flex cycle / expiratory threshold setting (Manual and Automatic must) for pressure supported breaths as in-built facility.
 - Apnea / backup ventilation
 - Ultrasonic nebulizer which can < 3 micron particle size to be provided with the ventilator.
 - Should have RS 232C interface for communications with networked devices.
 - Servo Controlled Heated Humidifier useful for all patient category to be provided with the ventilator.
 - **US FDA Ventilator and US FDA External Medical air compressor of the same make as of ventilator to be provided with ventilator.**
 - VGA port for slave display and USB port for data downloading.
 - Gas Supply Requirement: Air and O2 supply, Inlet Pressure should between 30 to 90 psig.
 - Power Supply : 100-240 CAC, 250 VA max., 50/60 Hz/ battery back up for 60 min.
 - The manufacturer must be ISO certified company.
 - System configuration, scope of supply:
 - a. Ventilator with Compressor – 1
 - b. Adult, Paediatric and Neonatal Reusable Circuit – 1 each
 - c. Servo Controlled Heated humidifier with Adult and Neonatal chamber – 1
 - d. Nebulizer – 1
 - e. Reusable Masks(Small, Medium and Large) – 1 each
 - f. Reusable Bacteria filter – 2
 - g. Test Lung - 1
- Quality Certification /Safety certification to be met as follows:-**
(Copy of the certifications must be submitted along with the bids)
- a. US FDA certificate and CE certificate for the main ventilator unit.
 - b. US FDA certificate and CE certificate for the External Medical Air Compressor.
 - c. ISO certificate of the manufacturer.

Item No:-02**Item:- NIV / Bi-Level Ventilator****Tentative requirement:- 06 Nos****Specifications:- As under....**

1. Non Invasive Ventilator having invasive application capabilities for Adult and Paediatric usage (above 15 Kgs).
2. It should be a light & compact device combining unique latest NIV features with simplicity in use.
3. Modes of Ventilation: S/T (Spontaneous/Timed), PAC (Pressure Assisted Control), CPAP(Continuous Positive Airway Pressure), S(Spontaneous), T (Timed).
4. Should incorporate latest algorithms for leak compensation and synchronization. Both should work together to provide control and flexibility to improve ventilation, comfort and sleep; better disease management, increased patient comfort and therapy acceptance (patient's breathing 'in sync' with their device).
5. It should have colour screen for real-time monitoring to provide essential information including simultaneously viewed flow and pressure curves, the Ti-bar graph to fine-tune ventilation, and SpO2 and FiO2 monitoring.
6. The machine should have a choice of disease-specific preset values Defaults (for obstructive, restrictive, normal lung mechanics and obesity hypoventilation) based on commonly used clinical values to help the users for optimising settings
7. Should have built in internal battery for minimum 2 hours of back up time.
8. Should include user adjustable alarms and essential non-adjustable, fixed alarms for patient safety
9. Should have oxygen inlet port to accept higher flow up to 30 L/min of oxygen to achieve a high FiO2 with built in FiO2 monitoring
10. Data download capability – The usage and summary data for up to 365 treatment sessions and seven days of high resolution, breath-by-breath data (including SpO2 and FiO2) should be stored in the device; data can be downloaded via USB or cable, using a data management PC application.
11. It should also provide patient reminders, such as filter and mask replacements.
12. The NIV should comply with following technical specifications

Pressure range	:	IPAP: 2–40 cm H2O & EPAP: 2–25 cm H2O
Ti-Control setting	:	Ti Max 0.1–4 sec & Ti Min 0.1–Ti Max
Respiratory Rate	:	5–60 bpm
Rise Time	:	Min. 150–900 m.sec (approx.)
Trigger and Cycle	:	Min. 5 sensitivity settings.
Adjustable alarms	:	High Leak, Low Minute Ventilation, High Pressure, Low Pressure, Low / High Respiratory Rate, Apnea, Low / High FiO2, Low SpO2, Non-vented mask
Standard fixed alarms:	:	Circuit disconnected, over pressure, Blocked tube, Internal battery empty.
Weight	:	Less than 3 Kgs.
Air filters	:	Electrostatic fibre mesh.
Air outlets	:	Compatible with ISO 5356–1:2004
Power supply	:	AC 100–240V 50–60Hz,
Device DC Input	:	24 V / 3A
13. It should meet IEC 60601–1 Classification, Class II (double insulation), type BF Continuous operation.
14. **Should be CE & FDA certified (both).**
15. Should be supplied with autoclavable patient circuit, Oxygen connector, disposable full face mask (small & medium) 1 each, Reusable / Autoclavable mask (small & medium) 1 each, Fio2 & Spo2 monitoring accessories.
16. Company has to provide training to all the staff, as & when required.

Quality Certification / Safety certification to be met as follows:-*(Copy of the certifications must be submitted along with the bids)*

- a. US FDA certificate and CE certificate for the product.
- b. Compliance certificate that the machine meets IEC 60601-1 Classification, Class-II(double insulation), type BF Continuous operation

Form of Agreement
THIS CONTRACT AGREEMENT is made

This day of month..... year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Supplier's bid and original Price Schedules
 - (f) The Purchaser's Notification of Award
 - (g) [Add here: any other documents]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: title or other appropriate designation] In the presence of

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: title or other appropriate designation]

In the presence of _____