



DR. RAM MANOHAR LOHIA INSTITUTE OF MEDICAL SCIENCES
VIBHUTI KHAND , GOMTI NAGAR, LUCKNOW- 226 010
Phones: 0522-4918502, 4918510, Fax 0522-4918506 Website : www.drrmlims.ac.in

Ref. No. RMLIMS/MM(eq)/2020-21/ 188

Date:- 21.04.2020

RE-TENDER/E-TENDER NOTICE

On line offers are invited through e-tender from Manufacturer/Direct Importers/Authorized distributors for the supply of ventilator. **The offers submitted earlier for the ventilator by the bidders against Re -Tendered advertisement no. RMLIMS/MM(eq)/2020-21/57 dated 08.04.2020 will be treated as cancelled. Therefore, those who have already submitted their offer against above advertisement are also required to submit again and they are required to deposit tender fee and EMD afresh and enclose its proof in technical bid as per tender terms & conditions, along with their complete offer. Earlier EMD deposited against the above mentioned cancelled tenders will be refunded to the bidder on their request.**

For detailed information like Name of Equipments, Date of submission, tender fee and opening of tender etc., you may please visit the e-tender portal www.etender.up.nic.in. The offer will be accepted on line only on e-tender portal with terms and conditions as mentioned in tender document. Any amendment will be uploaded only on the e-tender portal www.etender.up.nic.in. Details are also available in our website www.drrmlims.ac.in for reference only.

Director

Advertisement no. RMLIMS/MM(eq)/2020-21/ 188 dated 21.04.2020

- Start date of Submitting of e-Tender is:- 22.04.2020
- Last date of Submission of e-Tender is:- 28.04.2020 upto 4:00 P.M.
- Date of opening of Technical bid is :- 29.04.2020 from 11:00 A.M. onwards

Equipment list

Sr. no.	Name of Department	Name of Equipment	Qty	Tender Fees including @18% GST	EMD Amount	Total estimated cost
1	Hospital use	Ventilator	20	2360	2,40,500.00	2,40,00,000.00

Note:- Director reserves the right to accept or reject tender without assigning any reason thereof.

TENDER DOCUMENT 2020-21

GENERAL TERMS & CONDITIONS FOR INVITING E-TENDER NOTICE NO. RMLIMS/MM(EQ)/2020-21/188 DATED 21.04.2020

The following terms & conditions should be complied with while submitting the tender:-

1. Competitive e-bids are hereby invited by the Director, Dr. RMLIMS, Gomti Nagar, Lucknow from the Original Equipment Manufacturer/ Direct importers/Authorized distributor for the supply of various items/equipments.
2. The tenderers shall submit the offer **online** in original copy of the tender documents duly signed with seal on each page. The tenderers terms and conditions be clearly typed or legibly written giving the full name and address of the tenderers. The tenderers should quote in figures as well as in words the rates and amount tendered by him/them. Alteration, if any, unless legible and attested by the tenderers, with their full signature, shall invalidate the tender. The tender should be signed by the tenderers himself/themselves or him/their authorized agent on his/their behalf. In case the tender is signed by the agent the authority letter (latest and on original letter head of the OEM with original signature) in his favour shall be enclosed with tender documents. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable for rejection.
3. **GST Registration certificate** duly self attested must be enclosed.
4. Bidder must submit last three year income tax return proof duly self-attested with the bid.
5. **The tenderers shall submit the offer online only as specified in <https://etender.up.nic.in>. The offline tender will not be considered under any circumstances.**
6. Tenders should be submitted in two-bid system consisting earnest money, tender fee, technical offer & price bid. The proof of online submission of tender fee & EMD should be submitted in first part along with technical bid and price bid be submitted in second part. The Price Bid should strictly be in the format as specified in e-tendering. **Instruments consisting different parts or items, then item wise price must be quoted in the price bid.**
7. All Quotes shall be FOR DR.RMLIMS, Lucknow. Delivery schedule with definite date of delivery at destination (taking into cognizance of transit facilities) must be indicated. This contractual delivery date/period should be inclusive of all the lead-time.The delivery date, as mentioned in the supply order will be binding on vendors.
8. The tenderers should clearly state whether he/they are Original Equipment Manufacturer/ Direct importers/Authorized distributor (declared by principal firm only) and the authority letter must be attached with technical bid.The tender submitted by third party and subletting of tender will not be entertained.
9. The tenderers submitting his/her tender would be deemed to have considered and accepted all the terms and conditions. No Enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
10. The offer shall be unconditional. Any conditional price bid and offer will not be entertained and the tender will be treated as cancelled.
11. The quantity shown in the Schedule may be increased or decreased to any extent depending upon the actual requirement.
12. The tenderer shall specify regarding after sales services facilities within the Guarantee/Warranty period and CMC period.

13. The tenderer shall also confirm the Installation, Commissioning, Demonstration and Training, if required, to the concerned department under intimation to The Joint Director (MM) of the Institute.
14. The Institute reserves the right to reject or accept the tender after reviewing the previous performance to the services given by the vendor in the equipment already supplied by him.
15. The Institute reserves the right to cancel/reject in full or any part of the tender which generally do not fulfill the conditions stipulated in the tender without assigning any reason.
16. The tenderer shall submit the pre-installation information like Civil works/ Electrical details etc. All necessary requirements along with the offer, in order to make the equipment functional and any subsequent request on post supply order will not be entertained.
17. **The firm has to submit an undertaking that the equipment is of latest model & version, has the latest state-of-art technology and till date no revised or amended version has been launched in regard to specification given in tender document. The spare parts will remain available for at least next ten years and Software upgradation, if needed, will be provided free of cost during warranty & CMC period.**
18. Any action on the part of the tenderer to influence anybody of the Institute will make his/their tender liable to rejection.
19. In the case of placement of Purchase Order, the vendor (the tenderers whose tender is accepted) shall have to confirm the purchase order within 7 days from the date of the dispatch of purchase order otherwise it will be deemed that offer is acceptable to the firm. Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with "Errors & omission excepted" basis. However, if the supplier notices any discrepancy in the order, he/ they must bring the same to the notice of the Institute and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.
20. The Institute may, in writing, make any revision or change in the purchase order including additions or subtractions from the quantities originally ordered in the specifications or drawings. If any such revisions/changes affect the price or delivery, the same shall be subject to the adjustment of price/delivery, where required on a reasonable basis by mutual agreement in writing which should be communicated.
21. **PBG:-**
 - The tenderer shall furnish performance bank guarantee/FDR (as security money) @15% of FOB/FOR value in favour of Director Dr.RMLIMS, Lucknow at the time of installation of the equipment/goods and the period of PBG/FDR shall be effective from the date of installation of the equipment upto 03 months after the end date of warranty period.
 - PBG/FDR will be returned to the firm on submission of another PBG/FDR @ 15% of total CMC Value of 5 years which will be valid after 03 months from the date of expiry of CMC period.
22. The Institute reserves the right to cancel the purchase order or any part thereof and shall be entitled to revise the contract wholly or in part by a written notice to the vendor, if:-
 - The Vendor fails to comply with the terms of the purchase order including specifications and other technical requirement.
 - The vendor becomes bankrupt or goes into liquidation
 - The vendor fails to deliver the goods in time and or does not replace the rejected goods promptly.A receiver is appointed for any of the property owned by the vendor.
23. Upon receipt of the said cancellation notice, the vendor shall discontinue all works of the purchase order and matters connected with it.

24. Tender fee and EMD details:-
- A. The tender fee (non-refundable) and Earnest Money Deposit (EMD) be deposited online as per following details and receipt / proof of the same must be attached with the technical bid. Otherwise tender will be treated as cancelled.
- (a) Account Number- **17730108888888**
- (b) Name of Account – Director, Dr.Ram Manohar Lohia Institute of Medical Sciences, Gomti Nagar, Lucknow
- (c) Name of Bank and Branch – Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Luknow, U.P.-226010
- (d) IFS Code- IOBA0001773
- B. For online refund of EMD, following details be provided by the bidders in technical bid:
- (a) Tender number
- (b) Name of bidder/tenderer
- (c) Name of equipment
- (d) Amount of EMD
- (e) Name of Bank and Branch
- (f) IFS Code
- (g) Name of account
- (h) Bank Account number of the firm
- i. In non-compliance of terms & conditions of the tender and/or supply order, EMD may be forfeited.
- ii. The EMD of unsuccessful bidder will be released after the supply is matured.
- iii. The EMD of successful bidder will be released after execution of supply order satisfactorily.
- iv. No interest will be paid on EMD amount of successful/ unsuccessful bidders.
25. The tenderers shall deposit the required tender fee (non. refundable) of Rs. 2360.00 i.e. Rs. 2,000.00 + Rs. 360.00 as GST @18% (Rs. Two Thousand only + Three Hundred Sixty as GST @18%) online in favour of Director, Dr.RMLIMS, Lucknow, as per the details given in Clause no. 24. The proof of online submission should be submitted in first part i.e. technical bid.
26. Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labour and/or variations in taxes, duties and other levies on raw materials and components while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.
27. The price should be on F.O.R. Dr. RMLIMS, Lucknow, Central Store basis inclusive of all levies and duties.
28. Prices will be quoted on F.O.B. as well as estimated CIP/CIF upto Dr.RMLIMS, Lucknow, Central Stores (Insurance from Firm's warehouse to Dr. RMLIMS, Lucknow basis) for imported goods.
- The Indian Agency Commission payable to Indian Agent, if any, shall be shown separately and that will be payable in equivalent rupee directly to Indian Agent. Indian Agency Commission payment shall be made on the basis of prevailing exchange rate at the time of payment or calculated as at the time of last date of submission of tender whichever is less. No taxes will be paid on Indian Agency Commission.
- The supplier shall be responsible to get the goods air –freighted/sea freighted & air insured/marine insured up to the Dr.RMLIMS, Lucknow. Please quote price in Format enclosed as **(annexure-D)**.
29. Declare separately the FOB and CIP/CIF prices.

30. The offer of the tenders shall remain valid for a period of at least 180 days from the date of opening of the tender.
31. All goods or materials shall be supplied by the tenderers whose tender is accepted, strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated. Any alterations of those conditions shall not be made without the consent of the Institute in writing which must be obtained before any work against the order is commenced. All material furnished by the seller pursuant to this order (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by the Institute) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Institute) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects with all operating conditions, if any, specified in this order.
In case of import, the suitable action will be initiated against the principal firm & tenderer, if equipment is not found in accordance with the specification as laid down in the supply order
32. The Equipment supplied shall carry an unconditional standard warranty for 5 years (60 months) to be declared by OEM from the date of satisfactory Installation and commissioning of the equipment. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any material arise at any time from the date of Installation, the same shall be promptly make such alteration, repairs and replacement as soon as notified thereof, the seller shall at his own expenses and as promptly as may be necessary to permit the materials functional in accordance with the specification and to fulfill the foregoing guarantee/ warranty and the Institute will enter into CMC agreement from six to ten year (6th years to 10th years) at the time of end of warranty date of the equipment.
33. i. The firm shall remove and replace/repair such defective parts of the equipment at firm's expense with in the warranty period and the warranty of such spare parts will be given by the firm either upto the original warranty period of the equipment or thirty months (30) whichever is higher.
ii. If firm fails in the replacing such spare parts within the desired time period, the institute at its option, may get replaced the defective spare parts at firm's expense and the warranty clause written above will be applicable on the replaced spare parts. The cost of such spare parts shall be payable by the firm to the institute either direct or will be claimed from PBG.
34. In the event that the materials supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this order, rectification is required at site, the RMLIMS shall notify to the seller giving full details of differences. The seller shall attend the site, within seven days of receipt of such notice, meet the representative of the RMLIMS and action required to correct the deficiency.
35. If the seller fails to attend the fault within the prescribed time Dr. RMLIMS, Lucknow shall immediately get the same rectified on costs of the seller/supplier.
36. **Payment Terms :-**
- In case of Indian goods, 100% payment will be released within 30 days from the date of satisfactory installation.
 - In case of purchase of goods/equipment by Letter of Credit mode, the payment schedule will be as follows.
 - A - 75% will be released after shipment by negotiation.
 - B - 25% will be released after satisfactory installation.
37. The mode of payment will be through irrevocable letter of credit or international Bank Draft (IBD). However, Indian Agency Commission or Technical Service charges would be paid in Indian rupee after satisfactory receipt & installation of goods at site duly verified by concerned HOD. Indian Agency Commission will be declared in the price bid. If Indian agency commission is not mentioned in the price bid no claim for it shall be admissible afterward. Please note, in case of IBD, the original bank draft may be handed over to firm only after satisfactory receipt and satisfactory installation of the equipment.

38. Delivery Time as mentioned in Purchase order or date of opening of letter of credit (L/C) or date of issue of letter to supply on the basis of payment through international Bank Draft (Payment through IBD will be made after supply and Installation of the equipment) shall be the essence of the order and no variation shall be permitted except with prior authorization in writing from the Purchaser.
39. In the event of delay in making delivery on the part of the vendor, it will be at purchaser's discretion to receive delivery with a late delivery penalty clause.
40. Force majeure shall mean and be limited to the following:
- * Any wars or revolutions, hostility, Acts of public enemy, sabotage, fires, explosions, epidemics, quarantine restrictions and freight embargoes.
 - * Any riot or civil Communication
 - * Any earthquake, flood, tempest, lightning or other natural disaster
 - * Any strike, or lock-out (only those exceeding ten continuous day in duration) or other conditions affecting the performance of the seller's obligations.
41. The seller shall advise the RMLIMS by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7(seven) days of occurrence and cessation of such Force Majeure conditions, in the event of delay lasting over one month, if arising our causes of Force Majeure, the RMLIMS reserves the right to cancel the order and the provisions governing termination state under articles shall apply. For delays arising out of Force Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the RMLIMS nor the seller shall be liable to pay extra costs provided it is Mutually established that Force Majeure conditions did actually exist. The seller shall categorically specify the extent of Force Majeure conditions prevalent in his works (such as power restriction etc.) at the time of submitting the bid and whether the same have taken into consideration or not in the quotations. In the event of delay in delivery and/or unsatisfactory manufacturing progress and supply, the RMLIMS has the right to cancel the purchase order as whole or in part without liability of cancellation charges.
- In the event of rejection of non-conforming goods the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, if the vendor fail to do so within stipulated time, the RMLIMS may cancel the order.
42. No payment shall be made for rejected material nor would the tenderer be entitled to claim for such items.
43. Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the suppliers without any further notice.
44. **Penalty Clause :-**
- a. In the case of not honouring the supply order, Ram Manohar Lohia Institute of Medical Sciences, will forfeit the EMD.
 - b. The time for the date of delivery/dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week or part thereof to maximum of 10% of the basic cost of goods for delayed supply (The delivery period will be calculated from the next day of the dispatch date of purchase order to the previous day of receipt of material in the Institute). The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited. The supply of equipment must be in single consignment, inclusive of all parts & accessories in adherence to the specification so as to make the equipment fully functional at the time of the installation. No installation repeat shall be signed in case of absence of any part as per the specification.

Late supply in the case of Letter of Credit goods the firm may supply the goods after getting written permission from the Institute with late delivery clause @ 0.5 % per week or part thereof to maximum of 10% of the basic cost (FOB/FOR) of goods for delayed supply (The delivery period will be calculated from the next day of the opening of Letter of Credit to the previous day of receipt of material in the Institute).

- c. The standard delivery period shall be Letter of Credit (LC) period FOR/FOB nearest port in India and additional delivery period from nearest port to the Institute shall be not more than fifteen days (15 days).

Delivery period for the Indian/foreign supply will be as per offer made by the bidder in the Technical/Financial bid. (The Institute prefers delivery period not more than 15 days).

45. The firm may be required to facilitate the copy of supply order of other establishments (preferably Government) as mentioned in the installation list in the tender, to justify the tendered rates.
46. List of installations for the offered equipment/items only instead of allied/other range of equipment in India along with performance report duly signed and stamped by the user(s) may be provided with the tender documents.
47. All disputes and questions, if any, arise between the Institute and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to this offer shall be decided by the Director of the Institute and when the decision would not be accepted by the bidder, then the matter shall be referred to the chairman of the Institute as sole Arbitrator. The chairman of the Institute may appoint any suitable Arbitrator whose decision dully approved by the Chairman of the Institute shall be final and binding upon both parties and subject to adjudication of Lucknow Court. Place for arbitration shall be at Lucknow (U.P.), India. Venue of such arbitration proceedings shall be the Institute. Arbitration and conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.
48. A minimum of 95% uptime of equipment is to be maintained during warranty period and also after warranty period during comprehensive maintenance contract for the next five years. If the equipment is not up time upto the above mentioned period suitable action shall be taken against the supplier including imposition of penalty as deemed fit.
49.
 - The supplier should provide comprehensive maintenance contract (with spare/consumables /Accessories including laborer charges) inclusive of customs and all taxes for the next 5 years (i.e. years 6 to 10 inclusive). The CMC Rate for the sixth year should not be more than 5% of FOB and escalation in next year CMC should also not be more than 5% of the prior year CMC rates. If the rates of CMC are not clarified by the bidders, their offer will not be considered for comparison of price and will be treated as cancelled.
 - GST on CMC will be treated as inclusive, if the firm has not mentioned GST rates separately.

The price bid will be opened **online** in the presence of authorized representative of technically qualified tenderer within reasonable time.

- i. The evaluation report of technical bids by the technical committee will be the final decision for qualifying the firm.
- ii. For Foreign Goods the exchange rate (**as per RBI reference rate**) of foreign currency will be the prevailing rate on the last date of submission of Tender .
- iii. The prices for optional items if not required in Technical Specification will be excluded for ranking purpose.
50. **Custom Duty and Custom Clearance Charges** :- The supplier will get the equipment/consignment cleared from the custom. The Custom Duty and Custom Clearance Charges will be reimbursed to the firm on the production of appropriate document and certificate. No demurrage/warehouse charges will be payable by the Institute under any circumstances. No advance payment will be payable for custom duty/ custom clearance.

In addition to the clause no. 06 & 49 above the criteria for determining L-1 would be as followed:-

- (i) Quoted CIP/CIF rates of the equipment with all standard and essential accessories as per specification with 5 years unconditional warranty.

- (ii) Quoted CMC charges including GST after expiry of warranty period from 6th to 10th year.
- (iii) Price with all accessories as per technical specifications along with Custom duty, Custom Clearance, Insurance, Freight, IGST, turnkey (if applicable) as quoted in price bid will be added for determination of L1 and if the rates are offered in Indian currency, the rates of GST quoted in price bid will be added for determination of L1.

If needed Institute may enquire the rate of taxes and duties at its own and only the correct rates will be applied for calculation of L-1 in the comparative chart.

For calculation of L-1 rates of taxes and duties in value or in percentage may be quoted in price bid prevailing at the time of submission of bid.

- 51. Payment to 3rd party on behalf of bidder will not be permitted in any circumstances.
- 52. All the operating and service manuals in duplicate to be provided by the vendor at the time of handing over the machine.
- 53. If there is any discrepancy in terms between General Terms & Conditions of Tender Document and specification of any equipment, then the details given in General Terms & Conditions of Tender Document will be considered valid and will be binding. Accordingly, the terms of comprehensive maintenance contract will be governed by the General Terms & Conditions of Tender Documents.
- 54. Catalogue, data sheet, complete module and other necessary document shall be provided in original form. In the shape of Duplicate or photocopier form of documents shall not be accepted.
- 55. In case of imported goods consignment must reach Indian port within currency of L/C.
- 56. No financial documents of any tenderer will be entertained after opening of financial bid/technical bid.
- 57. The supplier will make atleast quarterly visit for maintenance during warranty period.
- 58. Unconditional warranty & Guarantee for 5 years to be declared by OEM (Original Equipment Manufacturer) /Tenderer from the date of installation. The warranty/guarantee must cover all parts of the equipment except consumable only.
- 59. The firm will provide an affidavit to this effect that "THIS IS TO CERTIFY THAT THE RATES QUOTED for the equipment TO DR. RMLIMS, LUCKNOW ARE THE LOWEST ONE. WE HAVE NOT QUOTED/SUPPLIED AT LESSER PRICE TO ANY ORGANISATION WITH THESE SPECIFICATIONS. IN CASE OF NON-SUPPLY IN INDIA, THE AFFIDAVIT TO THIS EFFECT WILL HAVE TO BE SUBMITTED BY THE FIRM. WE FURTHER AGREE THAT IF ANY PRICE DISCRIPANCY IS FOUND ON LATER DATE, WE WILL BE LIABLE TO REFUND THE SAME.
- 60. Subletting of the tender to the sub-distributor is not permissible, if subletting is found, the EMD, submitted by tenderer, will be forfeited. If the same item is quoted by the principal and one or more distributors of same principal firm, the same will be treated as one tender and the lowest rate will be considered.
- 61. The tenderer shall insure after sales services facilities within the Guarantee/Warrantee period. The warrantee period may be extended for the period of the instruments remained out of order during warrantee period.
- 62. The Manufacturer or their Indian representative will ensure a proper after sales service as per our requirement from time to time, against the guarantee/warrantee clause as per terms and conditions agreed under negotiations would be provided to our Institute without fail. Any negligence on this account shall be the sole responsibility of foreign vendor as well as indian agent and the liability for compensation will be fixed by the Institute. An undertaking from the manufacturer that in the event of change of Indian Agent, the new agent will provide the CMC on similar terms and conditions or the manufacturer himself undertakes the responsibility of proving the satisfactory after sales services under such events. If the equipment is not rectified by the firm and the equipment is under breakdown for certain period, the Institute will impose the penalty clause for that period as deemed fit.
- 63. If any information submitted by the bidder is found incorrect then
 - The bidder may be blacklisted by the Institute; and/or
 - The bidder may be debarred from future participation; and/or
 - The Institute may impose such embargo in the bidder as deemed fit and/or

The Institute may take such action against the bidder as deemed fit.

64. **Turnover:-** The tenderer shall have an average annual turnover of not less than two times of the tentative cost of the tendered item/items during the last three financial years. Turnover details should be supported by a copy of balance sheet and Tax audit report duly certified by Chartered Accountant (CA).
65. Details of after sale service support should be provided which will include the followings:
(a) Corresponding address of service centre.
(b) Telephone No.(Office).
(c) Name of Service Engineers along with mobile number & e-mail address.
66. The Price Bid of the technically qualified vendor will be opened on-line after technical evaluation is done.
67. **All fields and columns of price bid must compulsorily be filled.**
68. If, the equipment is of foreign make and quoted in Indian currency (INR), the firm will have to submit the AWB or Packing list of manufacturer/principal firm or Cargo Arrival Notice (CAN) in support of import, pertaining to the Institute, if the order is awarded to him/them. The date of these documents will be preferably of later date of supply order.
69. As per Institute's requirement and tender terms, the equipment need to remain functional during 05 years warranty as well as 05 years CMC period.
70. Any rule / guidelines declared by the Government would prevail over the existing terms and conditions.
71. **HSN code of the equipment/goods must be mentioned in price bid format.**
72. Check list as per annexure-A shall be submitted by the firm in technical bid.
73. Each & Every page or paper of the tender document should be serially numbered, signed & stamped by an authorized signatory of the bidder.

Note:-Please note that separate tender should be quoted for each item/ equipment.

Enclosed 1- Annexure A

(Format of Check List)

Enclosed 2- Annexure B

(Specifications of the Equipment)

Enclosed 3- Annexure C

(BOQ for items/equipment in Indian Currency)

Enclosed 4- Annexure D

(BOQ for items/equipment in Foreign Currency)

**Joint Director (MM)
for Director
Dr. RMLIMS,
Vibhooti Khand, Gomti Nagar,
Lucknow, (U.P.)**

Annexure-A

Check list

e-Bid reference no: /RMLIMS/MM(eq)/2020-21/188 dated 21.04.2020

Before submitting the tender, the bidder should check the following enclosures (to be submitted with Technical bid **compulsorily**).

S. No.	Particulars	Page (From)	Page (To)
1	Name of Bidder/Tenderer		
2	Name of Proprietor/ Managing Director of Bidder		
3	Permanent address of Bidder with e-mail and contact no. (Copy should be attached)		
4	The proof of online submission of tender fee & EMD		
5	GST Registration number (copy should be attached)		
6	Income Tax return certificate. (Last three years copy should be attached)		
7	Permanent Account Number (copy should be attached)		
8	The affidavit from a notary that the firm has never been black listed must be attached.		
9	The tenderers should clearly state whether he/they are Original Equipment Manufacturer/ Direct importers/Authorized distributor (declared by principal firm only) and the authority letter must be attached with technical bid.		
10	The tenderer shall specify regarding after sales services within the Guarantee/Warranty period and CMC period.		
11	The firm may be required to facilitate the copy of supply order of other establishments (preferably Government) as mentioned in the installation list in the tender, to justify the tendered rates.		
12	Turnover:- The tenderer shall have an average annual turnover of not less than two times of the tentative cost of the tendered item/items during the last three financial years.		
13	The firm will provide an affidavit to this effect that “ THIS IS TO CERTIFY THAT THE RATES QUOTED for TO DR. RMLIMS, LUCKNOW ARE THE LOWEST ONE. WE HAVE NOT QUOTED/SUPPLIED AT LESSER PRICE TO ANY ORGANISATION WITH THESE SPECIFICATIONS. IN CASE OF NON-SUPPLY IN INDIA, THE AFFIDAVIT TO THIS EFFECT WILL HAVE TO BE SUBMITTED BY THE FIRM. WE FURTHER AGREE THAT ANY PRICE DISCIPANCY IS FOUND ON LATER DATE, WE WILL BE LIABLE TO REFUND THE SAME.		

Name, seal and Signature of bidder

Specifications of Basic Ventilator

1. Advanced technology (excluding turbine technology) ventilator for use in intensive care suitable for ventilating all categories of patients from pediatric to adults.
2. Ventilator must be US FDA approved.
3. It should have an in-built Screen size ≥ 12 " color touch screen with adjustable screen configuration as per user preference.
4. Should have the following modes of ventilation:
 - a. Volume control-VC CMV
 - b. Pressure control PCV + or PC SIMV+
 - c. CPAP with Pressure Support
 - d. SIMV (Volume Control) with Pressure support.
 - e. NIV mode (volume/pressure)
 - f. Advanced modes of ventilation and weaning
5. Should have following settings & features:
 - a. Tidal Volume in Volume mode : 20 to >1000 ml
 - b. Inspiratory Pressure : 1 -> 50 cmH₂O
 - c. CPAP/PEEP/Intermittent PEEP : 0->40 CmH₂O
 - d. Inspiratory Rate : 2 ->60 bpm
 - e. Pressure Support : 0->40 cmH₂O above PEEP
 - f. FiO₂: 21-100%
 - g. I : E Ratio : 1>3 to >3:1
 - h. Modifiable Peak Inspiratory Flow for Inspiration Termination
 - i. Pressure and Flow triggering facility
 - j. Maximum Continuous Flow for press assist/spontaneous breath ≥ 120 LPM
 - k. Should have facility for Manual Breath, Inspiratory and Expiratory Hold
 - l. Should be able to measure intrinsic PEEP
 - m. Should have Pressure Sigh or Intermittent PEEP
6. Should display breath- to-breath measured values for Tidal Volume, Minute Volume, Spontaneous Frequency, FiO₂, Peak/Mean Pressures, PEEP,P-plateau, and Compliance etc.
7. Should have adjustable alarm management system
8. Ventilator should have filtering process for delivering medical grade air.
9. Should have built-in battery backup > 25 minutes for ventilator
10. Should be able to display at least three types of waveforms & loops for each breath

11. Should have automatic readiness-check for operation of ventilator comprising of checking the breathing circuit for leakages, ventilation function etc.
12. Should have graphical and numerical trend displays of measured parameters along with Logbook facility to record ≥ 500 records for changed setting, events and alarms.
13. Should have Capnography/EtCO₂ monitoring
14. Screen Should display following waveforms;
 - a. Flow-time
 - b. Pressure-time
 - c. Volume-time
15. Should have adjustable Scroll/Zoom functions with facility to freeze waveforms & loops and find UIP & LIP
16. Ventilator should have preferably oxygen sensor with long-lifetime.
17. Should have \geq auto-clavable & Reusable Expiration Cassette/Valves for complete disinfection capability.
18. Should have small, medium, large NIV masks
19. Should have 100% Oxygen port.
20. Should have facility for ventilation data transfer & network connection via RS232 port.
21. Scope of supply should include:
 - a. Basic Unit (220-240 V) with trolley of same make
 - b. Pressure and Flow sensors of same Make as of Ventilator
 - c. Disposable Breathing Circuit
 - d. Reusable auto-clavable expiratory valve
 - e. Adjustable Oxygen connecting Hose and Air Connecting Hose
 - f. Test Lung and Instruction Manual
 - g. AMC/CMC for 05 years/Items not covered under CMC should be to be mentioned here/Rate of all items not covered under CMC to quoted here.

Essential Criteria:

1. In view of COVID-19 outbreak, the successful bidder would be required to supply the Ventilators, immediately.
2. **The equipment must be supplied on or before 15 days from the date of issuance of supply order.**
3. Demonstration at hospitals premises at OEM cost, if required.
4. The installation process must be completed by the OEM/Service provider within 30 days of supply.
5. The accessories/consumables utilized during the period of installation process should be taken care FOC by OEM/Service provider.
6. The equipment complies with the requirement of the Medical Device Directive of class I equipment and Electromagnetic compatibility; all supporting documents must be provided.

7. Equipment should have brand name/model number embossed/etched on the equipment.
8. The page of technical bid should be numbered and checklist should be duly filled as per the annexures and all annexures should be in accordance with the format, otherwise it may be the reason for disqualification.
9. All the technical specifications accepted in the compliance statement must be supported by Original Literature from the firm/OEM with Highlighting, Numbering & flagging as per below mentioned format for the compliance statement.

Sr. no.	Technical Specification	Compliance Yes/No	Page no. in the proposal submitted where documentary evidence is enclosed as per tender Specs with highlighting, Numbering & flagging

10. Should be quoted with 5-year comprehensive warranty (including all spares, batteries, circuit and other accessories) and five year of Comprehensive maintenance contract (CMC) thereafter.
11. Warranty and CMC should include all spares/ accessories including preventive maintenance kits, batteries etc.
12. Role of consumable, it any, should be quoted separately and they will also be fixed for five years. These should not include any spares/accessories.

BOQ for Items/Equipments in Indian Currency

Sr. no.	Description
1	e-bid Notice No. RMLIMS/MM(eq)/2019-20/2020-21/188 dated 21.04.2020
2	Name of the equipment/item:-
3	OEM Name/Make
4	Model no.
5	Equipment/Items HSN code no.
6	Quoted unit PRICE IN INR (exclusive of all taxes) (with 05 years unconditional warranty)
7	GST value or % as applicable (on sr. no. 06)
8	Standard Accessories if required as per tender specification in INR with HSN code (exclusive of all taxes) (with 05 years unconditional warranty)
9	GST value or % as applicable
10	Total Equipment Price + Standard Accessories Amount (inclusive GST) (Sr. no. 6+7+8+9)
11	CMC (From 6th to 10th Year)
12	6 th
13	7 th
14	8 th
15	9 th
16	10 th
17	Total CMC Cost
18	GST value or % on CMC (as applicable)
19	Total CMC Price + GST
20	Total Cost of equipment [Total Amount + CMC with GST (6th to 10th yrs) in INR] (Sr. no 10+19)
Note:- All fields and columns of price bid must compulsorily be filled.	

BOO for Items/Equipments in Foreign Currency

Sr. no.	Description
1	E-bid notice no. RMLIMS/MM(eq)/2020-21/188 dated 21.04.2020
2	Name of the equipment/item:-
3	OEM Name/Make
4	Model no.
5	Equipment/Items HSN code
6	Quoted unit FOB PRICE: SGD/JPY/Euro/USD etc. (exclusive of all taxes) (with 05 years unconditional warranty)
7	Standard Accessories unit FOB price if required as per tender specification in Foreign currency with HSN code (exclusive of all taxes) (with 05 years unconditional warranty)
8	Equipment FOB Price + Standard Accessories price in foreign currency (Sr. no. 6+7)
9	(-) Less Indian Agency Commission (if any)
10	Net Equipment FOB Value
11	Add Freight & Insurance charges
12	Total Equipment CIP / CIF Value (Sr. no. 10 + 11)
13	* Cost of Custom Duty
14	IGST+ other taxes
15	* Cost of Clearance Charges
16	* Add Indian Agency Commission in INR
17	Cost of Equipment (CIP/CIF Value) + Custom Duty+ Custom Clearance +IGST+ Indian Agency Commission in INR
18	* Standard Accessories if required as per tender specification in INR (exclusive of all taxes) (with 05 years unconditional warranty)
19	GST value or % (as applicable) (on sr. no 18)
20	Total Standard Accessories Price (INR) + GST (Sr. no. 18+19)
21	Cost of turnkey work (if required)
22	GST value or % on cost of turnkey work (if required)
23	Total cost of Turnkey work inclusive GST (Sr. no. 21+22)
24	Total cost of Equipment (Sr. no. 17+18+19+20+23)
25	CMC on net FOB value (From 6th to 10th Year)
26	6 th
27	7 th
28	8 th
29	9 th
30	10 th
31	Total CMC Value
32	GST value or % on CMC value (as applicable)
33	Total CMC Price (6th to 10th yrs) including GST
34	Grand total amount of equipment (Sr. no. 24+33)

NOTE:- (*) Conditions applied.* **Clearance Charges** will be paid on actual or maximum @ 1%(Inclusive all taxes) of FOB/CIF/CIP price whichever is less.

* **Indian Agency Commission** will be paid on the conversion rate of comparative chart on which basis the P.O. has been awarded or conversion rate at the time of payment whichever is less.

* **Detail List of standard accessories (as mentioned in sr. no. 07 or 18) with price must be annexed with price bid.**
All fields and columns of price bid must compulsorily be filled.