King George's Medical University, U.P., Lucknow

Short Term Tender Notice

Notice no. 137 /G.A. & Property Section/14 date: 24-09-2014

Sealed tenders are hereby invited under two bid systems latest by 11 October, 2014 at 4.00 P.M. for the purchase of Ventilator under Buy back Offer for Trauma Centre from sole manufactures or their authorized service provider/dealer. The details of the tender document can be viewed and downloaded from KGMU website: www.kgmcindia.edu

Registrar
**LIST OF EQUIPMENTS/INSTRUMENTS**

<table>
<thead>
<tr>
<th>Name of equipment/Instruments/Consumable</th>
<th>Earnest Money (in form of FDR Of `)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ventilator under Buy Back Offer</td>
<td>` 3,00,000/-</td>
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</table>
King George’s Medical University, Uttar Pradesh, Lucknow

Tender Documents Regarding Purchase of Advanced Intensive Care for Paediatrics & Adult Patients Under Buy Back Offer for Trauma Centre

Item No. : 01

Cost of Tender Documents for Rs. 5,000/- (Rs. Five thousand only) in shape of Demand Draft in favour of the Finance Officer, K.G.M.U., Lucknow payable at Lucknow (U.P.), India submitted in Technical bid (Non-Refundable)

1. Name of Tenderer :-------------------------------------------------------------

2. Last Date of Submission 11 October, 2014 at 4.00 P.M. at Registrar Office (G.A. & Property Section) K.G.M.U., Lucknow

3. Tender documents and Technical bid will be opened on 13 October, 2014 at 1.00 P.M. in the office of the Registrar Office, K.G.M.U. Lucknow.
CHECK LIST

IMPORTANT:

- The tenderer are hereby instructed to arrange the required tender documents as per check list and must mention the page numbers against each column of the check list.

- All papers submitted must be numbered and signed by tenderer.
- All paper submitted must be strictly in order as per check list.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Document</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Letter to Registrar as per format</td>
<td></td>
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<tr>
<td>2.</td>
<td>Earnest Money (in Form of FDR) of Rs.</td>
<td></td>
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<tr>
<td>3.</td>
<td>Declaration on non judicial stamp paper of Rs. 10/- as per Proforma (Schedule A)</td>
<td></td>
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<tr>
<td>4.</td>
<td>Technical Bid</td>
<td></td>
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<tr>
<td></td>
<td>(a) Details of products offered on letter head (Schedule B)</td>
<td></td>
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<tr>
<td></td>
<td>(b) Technical compliance chart strictly as per specification (Schedule C)</td>
<td></td>
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<tr>
<td></td>
<td>(c) Copy of product manual/catalogue of product</td>
<td></td>
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<td></td>
<td>(d) Circuit diagram (if applicable)</td>
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<td></td>
<td>(e) Valid authorization letter of manufacture (if applicable)</td>
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<td></td>
<td>(f) Manufacturing License of manufacturer (if applicable)</td>
<td></td>
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<td></td>
<td>(g) User List (Schedule D)</td>
<td></td>
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<tr>
<td></td>
<td>(h) Full Addresses &amp; contact numbers of Service Centres</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Proof of Indian agent for last 2 years or more with present foreign manufacturing company (in form of DGS&amp;D registration, 1st import bill, Govt. order copy)</td>
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<tr>
<td>5.</td>
<td>Sales Tax Registration Certificate</td>
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<tr>
<td>6.</td>
<td>Sales Tax Clearance Certificate</td>
<td></td>
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<tr>
<td>7.</td>
<td>Income Tax Clearance Certificate</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Acknowledgement of Tender Form No.</td>
<td></td>
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<tr>
<td>9.</td>
<td>Other papers</td>
<td></td>
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</tbody>
</table>

TENDER NO.& NAME

Signature of Tenderer

Name
Designation
Seal
Dated
FORMAT OF LETTER TO REGISTRAR

“OFFICE OF THE REGISTRAR, KING GEORGE’S MEDICAL UNIVERSITY, UTTAR PRADESH, LUCKNOW 226003

(SCHEDULE-'A')

S. No. of Tender : 
File No. : 
Name of the Party in whose : 
Favour the Tender form has been issued

The Registrar,
King George’s Medical University, U.P.,
Lucknow.

Dear Sir,

1. I/We hereby submit our tender for the ____________________________________________

2. I/WE now enclosing herewith the FDR No ................................................................. dated.................... for Rs.______ drawn in favour of the "Finance Officer, King George’s Medical University, U.P., Lucknow" towards EMD/Bid Security. (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED)

3. I/We hereby agree to all the terms and conditions, stipulated by the KING GEORGE’S MEDICAL UNIVERSITY, U.P., Lucknow in the enclosed document from page no. .... to ....in this connection including delivery, penalty etc. Quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

4. I/We have noted that over written entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

5. I/We undertake to sign the contract/agreement if required within 10 (Ten days) from the issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the King George’s Medical University, U.P., Lucknow.

6. I/We have gone through all terms and conditions of the tender documents before submitting the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS RATES AND TAXES ETC, HAVE BEEN INDICATED SEPARATELY IN THE QUOTATION. DURING THE RATE CONTRACT PERIOD BASIC PRICE EXCEPT GOVT. LEVIES OF THE ITEM WILL NOT BE CHANGED. OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENT.

Yours faithfully,

Signature of Tenderer with full Address.

WITNESS
(To be notarised on Non Judicial Stamp of Rs.10)

Schedule - A

Declaration

1. I/we hereby agree to abide by all terms and condition mentioned in tender document along with special terms & condition mentioned with specification of the items.

2. I/we hereby declare that I/we have not been debarred by any Institution /Govt. origination in past from Tendering.

3. I/we hereby agree to provide services and supply spares for the equipment for a minimum period of 10 year from date of purchase.

Signature of Tenderer

Name

Designation

Name of Organisation

Seal

Date
## SCHEDULE ‘B’
### PROFORMA OF TECHNICAL BID

**TENDER NO. & NAME OF ITEM**

<table>
<thead>
<tr>
<th>Serial NO. of Instrument/Equipment as per enclosed Specification</th>
<th>Model No./Cat. No.</th>
<th>Name of Items with full specification etc.</th>
<th>Name of Principal Manufacturing Co. Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Signature of Tenderer

Name

Designation

Seal

Date
**SCHEDULE ‘C’**

PROFORMA OF TECHNICAL COMPLIANCE TO BE ENCLOSED WITH TECHNICAL BID

TENDER NO.& NAME

<table>
<thead>
<tr>
<th>Serial No. of Instrument/ Equipment as per enclosed Specification of tendered item</th>
<th>Model No./cat No of item offered</th>
<th>Full specification of quoted model</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Signature of Tenderer

Name

Designation

Seal

Dated

**Note:**

Please highlight & serialize the specifications of the items in original catalogue
# SCHEDULE ‘D’
## PROFORMA OF USERS LIST

### TENDER NO. & NAME

<table>
<thead>
<tr>
<th>SI. No.</th>
<th>User Name</th>
<th>City</th>
<th>Contact No with STD Code</th>
<th>Installation Date</th>
<th>Specify Model No.</th>
</tr>
</thead>
</table>

Signature of Tenderer

Name

Designation

Seal

Dated
## SCHEDULE ‘E’
### PROFORMA OF FINANCIAL BID

### TENDER NO. & NAME OF ITEM

<table>
<thead>
<tr>
<th>Serial No. of Instrument &amp; Equipment as per Specification</th>
<th>Model No./Cat No.</th>
<th>Name/Items with full specification etc.</th>
<th>Principal manufacturing co. name &amp; Origin of Country</th>
<th>Rates exclusive of all taxes &amp; duties F.O.R. destination in U.P.</th>
<th>TAXES</th>
<th>Qty</th>
<th>Rates of AMC/CMC as applicable</th>
<th>Total cost inclusive of all taxes &amp; duties for the packing unit offered F.O.R. destination including CIF upto field unit (excluding AMC/CMC)</th>
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<tr>
<td></td>
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<td></td>
<td>Excis e Duty (a) V A T (b) Central Sales Tax (c) Custom Duty (d) Others (e)</td>
<td></td>
<td>6</td>
<td>7</td>
<td>8</td>
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</tbody>
</table>

**Signature of Tenderer**

Name

Designation

Seal

Dated

**NOTE:**

(a) Rates quoted must be mentioned after deduction of all rebates. Any rebates mentioned separately will not be considered. Other charges, taxes, Custom duty etc. as applicable must be added. Rates must be F.O.R. destination in KGMU UP Lucknow.

(b) Please fill financial bid strictly in accordance with schedule – E otherwise if may be rejected.
The following terms and conditions should be complied with/accepted while submitting tender:

1. The tenderer submitting his tender would be deemed to have read, 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.

2. The University will have the right to reject/cancel all or any of the tender without assigning any reason.

3. Sealed tender should be submitted in a Two-bid System. Earnest money and Technical bid shall be submitted as Part I. Price bid shall be submitted as Part II. Both Part I & II must be submitted in sealed envelopes to the office of the Registrar, King George’s Medical University U.P., Lucknow, hereinafter called University, failing which the tender shall be treated as void ab initio. The envelopes must be superscribed “Quotation for Adv. No. dated of King George’s Medical University, Uttar Pradesh, Lucknow.

Technical bid must contain original catalogue, literature of product, copy of product manual and circuit diagram (if applicable). All papers as mentioned in check list and/or in the General Terms and Conditions must be enclosed with technical bid, strictly in accordance with the serial of check list. Price bid must strictly conform to Proforma provided (Schedule - E) on letter-head of the tenderer.

“BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN OUTERCOVER INDICATING THEREON:

Reference No. Of the Tender:

Tender regarding: ______________________________

Due date for submission of the tender: ______________________________

Due date for opening of the tender: ______________________________

Name of the firm: ______________________________

4. The tenderer should quote in figures as well as in words the rates and the amount quoted by him/them. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. THE UNIVERSITY SHALL NOT ISSUE 'C/D FORMS'. Alteration, if any unless legibly attested by the tenderer, with their full signature, shall invalidate the tender. The tender should be signed by the tenderer himself/themselves or his/ their authorized agent on his/ their behalf. In case the tender is signed by the agent the authority letter in
original, 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 to rejection. Tenderers are advised to mention MRP Rates also for each item quoted (if applicable) in the column provided in Schedule-E (Proforma for Financial Bid) invariably in addition to their quoted rates. No tenderer can charge/quote rates more than MRP, in case if any tenderer charges/quotes higher rates for any item than MRP, actions like forfeiture of security money/performance back guarantee and removal of name from the list of supplier shall be taken against the firm.

5. The tenderer should clearly state whether he/they are manufacturer, accredited agents or authorized representative (indicating the name of Principal) on the top of the Bid. The following documents should invariably be submitted along with the tender documents failing which the tender shall be rejected.

   i. A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non-judicial stamp paper of worth Rs. 100/- duly attested.

   ii. An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.

   iii. An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo & signatures of all Directors.

A proof of ownership/partnership shall be submitted along with verification of address, telephone number and Fax number. A surprise visit to the premises by the representatives of the University, under the authority of the Registrar, shall be made to assess the firm's capacity and standing.

6. The tenderer shall submit the offer with original copy of the tender documents duly signed on each page. Item –wise rates indicating units be offered on letterhead of the firm as per proforma (Schedule – E).

7. Any action on the part of the tenderer to influence any body of the Medical University will make his tender liable for rejection.

8. The quantity shown in the Schedule may increase or decrease to any extent depending upon the actual requirement.

9. The tenderer shall specify after sales services/facilities and local availability of technical support within the Guarantee/Warrantee period as demanded by University. The warrantee period will be extended for the period of the Instruments remaining out of order during warrantee period. In case the manufacturer changes its authorised service agents in future, the liability of the existing authorised agent and/or the Manufacturer shall not cease under this agreement in case the new authorised service agent fails to provide satisfactory services.

10. All technical bids will be deemed successful only after the assessment and approval of equipment/material by nominated panel of experts of King George’s Medical University Uttar Pradesh, Lucknow. If needed, the tenderer/supplier will be informed of the date/venue for demonstration of quoted products at their cost. The University may consider the option of inspection of equipments at other
places also; in that case arrangements will be made by tenderer and full expenses shall be borne by them.

11. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials/equipment/machines arise at any time covering a period of **60 (Sixty) months** from the date of the satisfactory handing over of the equipments duly installed/commissioned with trial performance or **66 (Sixty Six) months** from the date of last shipment of goods/materials (whichever is later) and the seller is informed thereof, the seller shall at his own expenses and as promptly as possible make such alterations, repairs and replacement as may be necessary to enable the material/equipment/machines to function in accordance with the specifications and to fulfil the foregoing guarantees.

12. The tenderer shall also provide the Installation, Commissioning, Demonstration and Training to the concerned personnel of this Medical University without any additional charge.

13. The tenderer shall submit the requisite information like Civil works/Electrical details etc. within 2 weeks from the date of receipt of order or establishment of letter of credit as the case may be.

14. Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with “Errors & Omissions Expected” basis. However, if the supplier notices any mistake in the contents of the order, he must bring the same to the notice of the Medical University and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.

15. The Medical University may in writing make any revision or change in the purchase order, including additions or deletions 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.

16. The Medical University 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:
   (a) The tenderer fails to comply with the terms of the purchase order including specifications and order technical requirement.
   (b) The tenderer becomes bankrupt or goes into liquidation.
   (c) The tenderer fails to deliver the goods in time and or does not replace the rejected goods promptly
   (d) A receiver is appointed for any of the property owned by the vendor.
   (e) The tenderer becomes incapacitated to enter into a contract under the Indian Contract Act, 1872.

17. Upon receipt of the said cancellation notice, as provided in clause 16 above, the vendor shall discontinue all works of the purchase order and matters connected with it.
18. Earnest Money as specified with specification of each item shall be paid in shape of FDR of one year duration, drawn in favour of the Finance Officer, King George’s Medical University UP, Lucknow and payable at Lucknow (U.P.), India.

19. Security money shall be submitted to the tune of 10% of ordered value within 15 days of release of supply order. Security money should be given in shape of FDR of five years duration in favour of the Finance Officer, King George’s Medical University UP, Lucknow and payable at Lucknow (U.P.), India. In case he fails to deposit the same within the specified period his earnest money may be forfeited, contract may be terminated and awarded to next higher tenderer and he may be debarred upto 3 years from further tenders. Security money will be refunded after 5 years of supply provided University is satisfied regarding performance of equipment/services of supplier.

20. 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 that may take place 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.

21. For indigenous goods the price should be on F.O.R. King George’s Medical University Uttar Pradesh, Lucknow basis, inclusive of all levies and duties wherever applicable which should be indicated clearly as specified in proforma. The rates of VAT should be clearly indicated wherever chargeable. The King George’s Medical University Uttar Pradesh, Lucknow shall not issue Form ‘C’ or ‘D’. TENDER SHALL BE REJECTED IF THE COPY OF COMMERCIAL TAX REGISTRATION CERTIFICATE (NOW CALLED AS VAT) IS NOT FURNISHED. FIRM IS ALSO ADVISED TO SUBMIT A CERTIFICATE ON THEIR LETTER HEAD STATING THAT UPTO DATE RETURN HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURN (LATEST) SUBMITTED TO THE DEPARTMENT OF COMMERCIAL TAX. Commercial tax and other statutory levies should be shown separately and should not be included in the basic price. Otherwise it will not be considered.

22. Prices will be quoted on F.O.B. as well as estimated CIF New Delhi basis for imported goods. Indian Agency commission/rebate payable to Indian Agent, if any, shall be shown separately and that will be payable in equivalent Indian rupees directly to Indian Agent as per declaration furnished by foreign suppliers. The Medical University reserves the right to get their goods air-freighted/sea freighted & air insured/marine insured.

23. The tendered rates should be kept opened for a period of one year from the date as the tenders are opened. THE TENDER DOCUMENT / SUBSEQUENT RATE CONTRACT WITH THE APPROVED VENDOR IS NON-TRANSFERABLE.
24. All goods or materials shall be supplied by the tenderer whose tender is accepted, strictly in accordance with the specification, drawings data sheets, other attachments and conditions stated in the office order. Any alterations of these conditions shall not be made without the consent of the Medical University 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 Medical University) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Medical University) and shall be free from faulty design (to the extent such design is not furnished to the Medical University) 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.

25. The Medical University may at its option, remove all defective materials/equipment/machines at the seller’s expense in which event the seller shall, without any cost to the King George’s Medical University Uttar Pradesh, Lucknow and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than 60 (Sixty) months from the date of reinstallation or 66 (Sixty Six) months from the date of shipment.

26. In the event that the materials/equipment/machines supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this order and rectifications are required at site, the King George’s Medical University Uttar Pradesh, Lucknow shall notify to the seller giving full details of differences. The seller shall attend the site, within seven days of receipt of such notice to meet and agree with representative of the King George’s Medical University Uttar Pradesh, Lucknow for the action required to correct the deficiency.

27. If the seller fails to attend meeting at site within the time prescribed above, the King George’s Medical University Uttar Pradesh, Lucknow shall immediately get the same work/materials rectified and seller shall reimburse the Medical University all costs and expenses incurred by the King George’s Medical University Uttar Pradesh, Lucknow in removing such trouble or defect.

28. Subject to other terms and conditions, 80% payment shall be released within 30 days from the date of satisfactory installation of the materials/equipment/machines, where installation has to be done by the tenderer. However, in cases where no installation is required to be done, a satisfactory commissioning report from the concerned HOD shall be sufficient. The balance of 20% of the payment shall be released after four months of the installation/commissioning of the material/equipment/machines subject to satisfactory report about the running of the concerned material/equipment/machines. As regards foreign companies payment will be made by way of I.B.D. instead of L.C. Exchange Rate applicable will be determined as applicable on the day of opening of financial bid or date of payment whichever is less.
29. The mode of payment will be through irrevocable letter of credit in case of imported material/equipment/machines. However, Indian Agency Commission or Technical Services charges would be paid in Indian rupee after satisfactory receipt/installation & commissioning of goods at site. Indian Agency Commission will be declared in the price-bid.

30. Delivery on time as mentioned in purchase order shall be the essence of the order and no variation shall be permitted except with prior authorization in writing from the Medical University.

31. In the event of delay in making delivery on the part of the tenderer, it will be at University’s discretion to accept delivery with a reduction in price of the article/equipment.

32. Force majeure shall mean and be limited to the following:
   (a) Any war/hostilities.
   (b) Any riot or civil disturbances.
   (c) Any earthquake, flood, tempest, lightning or natural physical disaster.
   (d) Any strike, or lock-out (only those exceeding ten continuous days in duration) affecting the performance of the tenderer obligations.

The tenderer shall advise the King George’s Medical University Uttar Pradesh, Lucknow by registered letter duly certified by Local Chamber of Commerce of Statutory 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 out of causes of Force Majeure, the King George’s Medical University Uttar Pradesh, Lucknow reserves the right to cancel the order and the provisions governing termination 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 King George’s Medical University Uttar Pradesh, Lucknow nor the tenderer shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

In the event of delay in delivery and/or unsatisfactory manufacturing progress and supply, the King George’s Medical University Uttar Pradesh, Lucknow has the right to cancel the purchase order as whole or in part without liability for cancellation charges or otherwise.

In the event of rejection of non-confirming goods the tenderer shall be allowed, without any extension of delivery time to correct the non-conformities, should however the tenderer fail to do so within stipulated time, the KGMU UP may cancel the order.

33. No payment shall be made for rejected material nor the tenderer would be entitled to claim for such items. Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at his own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the tenderer without any further notice.
34. In the case of not honouring of the supply order, King George’s Medical University UP, Lucknow will have the right to impose penalty as deemed fit to resort to make purchase at the suppliers cost and risk and may forfeit his security.

In the case of non-supply of materials/equipments/machines within stipulated period, it will be at the discretion of the King George’s Medical University UP, Lucknow to accept delivery with late delivery clause. If the delivery is not effected on due date, the Vice Chancellor, King George’s Medical University, U.P., Lucknow will have the right to impose penalty as under:

- First extension for month or part thereof $\text{-----@} 2\%$
- Second extension for an additional month $\text{-----@} 3\%$
- Of part thereof.
- In case of non-supply $\text{-----@} 7.5\%$

Or

In case of default in delivery or if it is found that the goods supplied are not in accordance with the specifications of the contract and are not replaced within a reasonable time frame of the warranty conditions being invoked, the University will have the right to procure the ordered item from open market /another party under risk purchase clause.

35. All disputes and question, if any arising between the University 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 these presents shall be referred to the sole arbitration of the hon’ble Vice Chancellor of the King George’s Medical University Uttar Pradesh, Lucknow or his nominee. The decision of the sole arbitrator 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 King George’s Medical University Uttar Pradesh, Lucknow. Arbitration and Conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.

36. A copy of Trade-Tax/Commercial Tax Registration certificate, duly attested by a Gazetted Officer, should also be enclosed.

37. Acknowledgement for filing latest Income Tax Return along with a notarised affidavit, that the tenderer has never been black listed must be attached along with the tender failing which the tender will be rejected.

38. Tenderer hereby agrees to all terms and conditions stipulated in N.I.T. and tender documents and undertakes to sign the rate contract or supply order within the given days from the date of order failing which Earnest money shall be liable to be forfeited.

The foreign manufacturer or their Indian representative will ensure a proper after sales service as per University’s requirement from time to time, against the guarantee/warrantee clause as per the terms and conditions agreed. Any negligence on this account shall be the sole responsibility of foreign vendor and/or its authorised agent and the liability for compensation will be fixed up by the King George’s Medical University Uttar Pradesh, Lucknow.
39. All tenderers shall furnish certified copy of license of manufacturer of the product and will certify that they are authorized representative of the manufacturer for minimum of 2 years from the date of tender notification. As proof of the same they are required to furnish order copy of any govt. organization/DGS&D registration/1st Import bill of product of the manufacturer.

40. Separate offers of Comprehensive Maintenance Contract (CMC) and Annual Maintenance Contract (AMC) for further 5 years after expiry of 5 years of warranty (i.e. 6th, 7th, 8th, 9th and 10th years) in rupees only (not on basis of percentage of price) should be included in financial bid in the absence of which the offer is liable to be rejected, generally AMC/CMC will not well included in determining lower bid. However the Finance Committee may, at its discretion, club and consider either of the two for determining successful tender. Payment for CMC/AMC shall be made only after expiry of warranty of 5 years, in case the University decides for availing CMC/AMC services. Contract for CMC/AMC shall be entered into before release of payment by the University. However, the University may decide not to enter into any CMC/AMC contract without assigning any reason for the same, which shall be binding upon the tender.

41. University may also invite tenders for equipment on maintenance free/ at no cost basis, as per terms & conditions mentioned in tender notice/specification of the item. University has right to decide for outright purchase/ installation of equipment on maintenance free/ at no cost basis.

42. The tenderer should also ensure that a soft copy of the technical specifications of the equipment be provided on Compact Disc along with Technical/Financial Bid.

43. The tender form will be rejected in the absence of earnest money.

44. Legal action may be initiated against such tenderer in case any of the information submitted by the tenderer is found to be false at any stage of the contract.

45. Handwritten quotation shall be summarily rejected.

46. The price charged for the Stores/Equipment's, under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person / organization / Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of such/Stores/Equipment or sales such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Vice Chancellor, King George’s Medical University, U.P., Lucknow and the price payable for the Items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for the University and should attach an notarised undertaking on non-judicial stamp paper of Rs 10/- duly attested to this effect otherwise quotation shall be summarily rejected.

47. The supplier shall furnish the following certificate to the Finance Officer along with each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of suppliers against all supply orders placed during the
currency of the tender/rate contract at the price lower than the King George’s Medical University under contract /against tender”.

48. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.

49. The tenderer should submit statement of financial standing from their bankers/chartered accountants. The name of the bank of the firm, its account no. along with full address to be furnished on their firm's letterhead.

50. The tenderer should have been in this business for a period of atleast last two years in the country in relation to the type of stores for which the quotation/tender are being submitted. A declaration to this effect should be given by the tender on a non-judicial paper worth Rs. 10/- duly attested by Notary public.

51. It will be the prerogative of the University to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the University.

52. Only one best quality item (according to our specification) should be quoted against each item. On no account should different qualities e.g. A, B, & C of items be quoted. These items that have been quoted as per different qualities (In contravention to the specifications) will not be considered at all.

Registrar
King George’s Medical
University UP, Lucknow
SPECIFICATION FOR ADVANCED INTENSIVE CARE VENTILOR
FOR PAEDIATRICS & ADULT PATIENT

1. Advanced technology ventilator for use in ICU, suitable for ventilating Paediatrics to adults.

2. Machine should be US FDA Approved.

3. The machine should have built in compressor (Piston/turbine)

4. The system should have the facility for both Pressure triggering & Flow triggering.

5. Should have the following modes of ventilation:-
   A. Volume control/Assist Control
   B. Pressure Control
   C. Volume support
   D. Pressure support with back-up ventilation
   E. CPAP/BIPAP
   F. SIMV (Volume Control) + Pressure support
   G. SIMV (Pressure Control) + Pressure Support
   H. PRVC (Pressure Regulated Volume Control)
   I. Lung Tool – for Real time Monitoring of Lungs
   J. Automatic Change of Modes from Volume Control to Volume Support Vice Versa & Pressure Control to Pressure Support Vice Versa.
   K. APRV Mode
   L. Non Invasive Ventilation

6. The Ventilator should have open lung tool as an essential feature.

7. The Ventilator should be preferable up-gradable to metabolic monitoring module in future.

8. The System should have the following parameters:-
   A. Tidal Volume : 50 ml – 2000 ml in volume control mode
   B. CMV Frequency : 4-100 breaths/min
   C. SIMV frequency : 1-40 breaths/min
   D. Inspiratory Time : 10% - 60% or more of breath cycle time
   E. Pause Time : 0 – 30% of breath cycle time
   F. Pressure level : 0 – (110 – PEEP)
G. **PEEP**: $0 - 50$ cm H$_2$O
H. **Trigger flow**: $1$ l/s
I. **Trigger Pressure**: $-20 - 0$ cm H$_2$O below PEEP
J. **Inspiratory rise time**: $0 - 20\%$ of breath cycle time
K. **I : E ratio**: $1:10 - 4:1$

9. Should have following audio-visual alarms:

A. **Airway Pressure**
B. **High continuous pressure**
C. **FiO$_2$**
D. **Expired minute volume**
E. **Apnea**
F. **End expiratory pressure**
G. **Respiratory rate**
H. **Gas failure**
I. **Battery malfunctioning**

10. Ventilator should be able to monitor and measure the following parameters:-

A. **Tidal Volume**
B. **Plateau**
C. **Mean Airway Pressure**
D. **Peak Airway Pressure**
E. **Rapid Shallow Breathing Index**
F. **Intrinsic PEEP with PEEPi volume**
G. **Resistance and compliance, Vital Capacity RSBI**

11. Should have built-in battery back-up for at least 120 minutes.

12. Should have in line reusable nebulizer.

13. Trends analysis at least for 72 hour for all measured and setting parameters.

14. Should have high pressure O2 and Air line filters with the ventilators.

15. Screen size should be 12” or bigger, color touch screen.
16. It should be possible to display at least two types of waveforms & loops for each breath.

17. All the attached (including irreparable items) accessories must be repaired/replaced, to take care of ventilators during warranty/Guarantee period to ensure proper and uninterrupted functioning without any extra cost.

18. Flow sensor should be autoclavable heated wire type or ultrasonic type.

19. Oxygen Sensor/Oxygen cell should be replaced/repairsed during warranty period without any extra cost.

20. The quoted ventilators should be compact without separate accessories/attachments.

21. Live Demo is mandatory at our premises within stipulated Time.

22. In case of technical snag/failure the response time for Inspection within 24 Hour and repair within 5 days after providing a service machine. Failing which will attract penal action as per the decision of the University.

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