

NATIONAL INSTITUTE OF TB AND RESPIRATORY DISEASES
SRI AUBORINDO MARG, NEW DELHI – 30

TENDER NOTICE

Ref. No. NITRD/Ten./2017-18/17

Sealed tenders in two separate bids **a) Technical bid, b) Financial bid** are invited from reputed Manufacturers/ authorized dealers/ firms/ Agency etc. for the following items/ services*. **The Tender document would be available from cashier on payment of Rs.500/- (non-refundable) in cash** for each item from **06.02.2018 to 26.02.2018** between **10.00 am to 3.00 pm** on all working days and **upto 12.00 noon on Saturdays**. Downloaded tender documents are accepted subject to payment of cost of tender document i.e. Rs.500.00 (non-refundable). The bidder may pay the cost of downloaded tender document by way of Crossed Demand Draft or by cash at the counter in the Accounts Section and proof of payment (receipt) to be enclosed with the tender document at the time of submission of the bids. The tender should be deposited in the Procurement Cell **by 10.30 am on 27.02.2018** along with requisite **EMD** as mentioned in tender document. The tenders will be **opened at 11.00 a.m. on 27.02.2018** in **Room No. 215 of OPD Building**. One representative of the bidder in possession of admit card as in tender can attend the tender opening.

Sr. No.	Name of Items
1.	Portable Polysomnography System
2.	Office Stationary
3.	Biochemistry Kits
4.	Grocery Items
5.	Supply of Fruits
6.	Scanning and Digitisation of Official Records*.

The Information regarding this Tender Notice is also available on Institute's Web-site <http://www.nitrd.nic.in>.

(Director)

Note: - This tender document has contains 15 pages including tender notice.

National Institute of Tuberculosis and Respiratory Diseases
 (Autonomous Institute under the Ministry of Health and Family Welfare, Govt. of India)
 Sri Aurobindo Marg, (Near Qutub Minar) New Delhi – 110 030

INSTRUCTIONS TO TENDERERS REGARDING MODE OF BID AND EMD

1. **Bidders submitting tenders would be considered to have considered and accepted all the terms and conditions in the tender document. Any conditions given by the bidder would be taken as null and void.**
2. The tender will be on a **two bid system** comprising of :-
 - i. **Technical Bid** containing all the technical specifications and other tender requirement as per tender document **except** the proforma Invoice/Price.
 - ii. The tender will be on a two bid system 1) **Technical Bid** 2) **Financial Bid**. Technical bid is to be submitted in duplicate.
 - iii. **Financial bid** containing the Proforma Invoice and the other details of financial needs only.
 - (i) **EMD amount Rs.36000/-** should be enclosed for the tender to be considered for evaluation EMD should be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. Tender without EMD would be rejected. EMD already lying with the National Institute of any previous tender/quotation etc. will not be considered for this tender. EMD to be drawn in favor of **DIRECTOR, NATIONAL INSTITUTE OF TB AND RESPIRATORY DISEASES.**
 - iv. **EMD will be forfeited :-**
 - (i) In case of non supply after placing of the order.
 - (ii) In case of willful suppression/ submission of wrong information.
 - v. **EMD, if submitted with validity of three (3) months would have to be revalidated as required for the bidder to be considered for the tender.**
3. Please ensure that the E.M.D., Technical Bid, Financial Bid is submitted in three different envelopes and these should be put in an outer envelope super scribed with quotation no., Date of opening and item name. If exemption of E.M.D is claimed as per Govt. rules proof may given clearly.
4. Bidder must write the name of item quoted for and the tender number / date on the bid envelope without which the tender will be rejected. All clarifications will be asked by FAX and bidder should respond on **FAX No.011-26511793.**
5. **Bidder to provide Fax Number in case of any clarification is required as the normal response time in these cases would be of Five Days.**
6. **If any of the information is found to be incorrect at any stage, the contract/ tender may be cancelled with forfeiture of EMD and Penalty as decided by the Competent Authority.**
7. After Technical Evaluation Committee (TEC), Tender Opening Committee (TOC) opens the financial bids in presence of the firms' representative, then the Standing Purchase Committee (SPC)/ Higher Purchase Committee (HPC) decides the L1 acceptable firm.

(National Institute of Tuberculosis and Respiratory Diseases)
(Autonomous Institute under the Ministry of Health and Family Welfare, Govt. of India)
Sri Aurobindo Marg, (Near Qutub Minar) New Delhi – 110 030.

No. _____

Date of issue of tender: - _____

To

The detailed technical specifications are given in **Annexure: 'A'**

1. For above items you may submit us a proforma invoice/ quotation valid for **One year**, in duplicate along with detailed descriptive literature. Your proforma invoice should be in sealed cover and sent at the above address. Unsealed quotations shall not be considered. **The latest hour and date of receipt of the offer up to 10.30 hour on 27.02.2018 .**

The tender shall be opened at 11.00 hours on 27.02.2018 in the presence of the tenderers or their authorized representatives who may choose to attend. In case the due date of receipt/opening of the quotations is a holiday or is declared a holiday for the Institute, then in that event the due date of receipt/opening of the tenders shall be the next working day at the same hours.

Important: - The sealed cover should be clearly superscripted as **“Portable Polysomnography System” Due on 27.02.2018.**

2. No tender will be considered unless and until the same is signed with full signatures with stamp of the tenderers. A person signing the tender form or any other document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if on enquiry it appears that the person so signing had no authority to do so, the purchaser, may without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damage and forfeit earnest money.

3. The proforma invoice for the imported items should be prepared as under:

- i. Complete description (printed literature, make name of manufacturer model & catalogue No. etc.), quantity, rate of each item and total amount (FOB value)
- ii. Total FOB value of all items.
- iii. Indian Agency Commission payable to the Indian Agent in Indian rupees if any.
- iv. Net FOB value i.e. total F.O.B. value as in (ii) above, less Indian Agency Commission as in (iii) above,
- v. Add Freight charges up to New Delhi (India) and insurance charges up to destination at NATIONAL INSTITUTE OF TB & RD (payable on actual).
- vi. Total CIF value (iv) and (v) above.

Note:

- a) The complete description viz. make and model of the equipment and name of the manufacturer must be indicated clearly in the proforma invoice/quotation failing which the same shall be liable to rejection.
- b) In case no Indian Agency Commission is payable then this fact must be very clearly brought out in the proforma invoice.

- vii Price should not include import duty or any other tax leviable in respect of stores and the same shall be chargeable at actual on production of vouchers unless necessary exemptions are arranged by the Institute.
- viii The price quoted for indigenous items, if any, required as per this tender must be for NATIONAL INSTITUTE OF TB & RD. If any sales tax, excise duty etc. is payable for such items the same must be quoted extra clearly failing which it shall be presumed that no such taxes/duties are payable and no claim for the same shall be entertained by the Institute.
- ix Where more than one unit of any equipment is required/offered; **the rate should be quoted for each unit.** The rates quoted in ambiguous terms will be tender the quotation liable to rejection. The rates and units shall not be over written. The tender offer should be typed or written in ink. Offers in pencil will be ignored. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting. All corrections must be signed by the tenderers in full.
- x The tenderer firm should furnish along with bid a certificate that the rates quoted by the firms for the equipment and the Indian Agency Commission (if any) mentioned in the proforma invoice are not more than as being charged from the Director General Supplies & Disposals (India) and other Departments/ Institutions for similar items.
 - I. The tenderer firm should furnish along with the bid a certificate that the Indian Agency Commission (remuneration/commission /discount etc. whether as commission or as a general retainer fee) if any payable to the Indian Agent has been included in the FOB value and its quantum has been indicated clearly separately in the FOB value that the entire Indian Agency Commission shall be payable in India in Indian Rupees and that no Indian Agency Commission other than stipulated in the Proforma Invoice is payable by the foreign manufacturer to the Indian Agent.
 - II. In case no Agency Commission is payable then a certificate to the effect that no Indian Agency Commission emuneration/commission/discount/etc. whether as a commission or as a general retainer fee) is payable in this particular transaction to the Indian Agent either in Indian Rupees must accompany the bid.
- 4. Only manufacturers or their authorized distributors/agents are entitled to submit the proforma invoice. Manufacturer are requested to furnish themselves proforma invoice where are enquiries have been addressed to the manufacturer. Foreign manufacturers may however direct their Indian Agents to quote on their behalf in which case the Indian Agent should attach) with his quotation the copy of letter from the foreign manufacturers directing the Indian Agents to quote on their behalf against this quotation enquiry (General authority letter will not suffice) A copy of the latest authorization certificate to the effect that you are authorized sole distributors /agents for manufacturer who will ensure timely supplies/ satisfactory installation and handing over the equipment in working condition within stipulated period must be included in the documents. The firm must clearly mention in their forwarding letter as to whether they have arrangements for satisfactory installation, commissioning and after sales service.
- 5. In addition to quoting for the equipment, you should also **quote separately for spare parts/ wear & tear consumables if any required for trouble free operation of the equipment for contract period giving the full nomenclature, rate quantity and shelf life of each item.**
 - i. The cost of the spare parts/wear & tear consumables must be indicated separately and not included in the price of the main equipment. Quotations not fulfilling this requirement are liable to rejection.

- ii. **During warranty the cost of spares and consumables will be taken as those submitted in the financial bid and no increase in cost will be entertained. However, if there is decrease in the cost of spares and consumables it will be paid at the lower rate. The firm will have to submit a printed catalogue/rate list of spares and consumables before the reviewing of AMC/ CMC every year.**
6. Offer with any price variation clause will not be accepted. Telegraphic /Telex /Fax offer will not be accepted.
 7. **Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out (Undertaking to be given in Technical bid).** However tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may tender, the tender liable for rejection.
 - 8 a) The Institute shall be entitled to reject the goods/stores or such portion thereof as may be discovered not to conform to the best quality of materials and workmanship/description of the stores/good required. On such rejection, the goods/stores will at seller's risk and the vendor shall, if called upon to do so, replace within a period of 30 days or such further period as may be extended from time to time by the Institute at its discretion, on an application made thereof by the vendor, the goods/stores on such portion thereof as rejected by the Institute. Otherwise the vendor shall pay to the Institute such damages as may arise by reasons of breach of the above conditions. Nothing herein contained shall prejudice any other right of the Institute in that behalf.
 - b) The Inspecting/Accepting Authority shall be the Director NITRD or his nominee.
 9. **Guarantee/warranty (Please refer to Annexure "A")**
 - i) The warranty against defects of manufacturer/workmanship and poor quality of components for the entire equipment shall be for a period of **60 months** starting from the date of satisfactory installation commissioning and handing over of the equipment at the site. The term satisfactory commissioning and handing over wherever used in term of tender and agreement will mean satisfactory and faultless functioning of the equipment for the 90 days and of works conducted there with covered under the contract in working order. During the guarantee/warranty period, the replacement of any part(s) of the equipment or rectification of defects of works will be free of cost. Further, the defected parts/equipment shall be returned by the purchaser to the Indian agent after making replacement. During the warranty period the uptime as defined in para. 10 will be required to be maintained. If the down time exceeds two consecutive days as defined in para 11 at any time the guarantee/warranty period will be extended beyond **60 months** to a duration twice to the total of such periods of downtime during the period of warranty.
 - ii) The tenderer will be required to furnish guarantee/warranty as under:-
 - a) The tenderer should submit a written guarantee from the manufacturers stating that the equipment being offered is the latest model as per specifications and that spares for the equipment will be available for period of at least 5 years after the warranty period. The manufacturer should also guarantee that it will keep the Institute informed of any update of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.
 - b) Guarantee that they will supply regularly any items of spares parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span of the equipment if and when required, on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
 - c) warranty to the effect that before going out of production of spare parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.

d) The warranty to the effect that the manufacturers will make available to the Institute the blue-prints and drawings of the equipment & also spare parts along with the supply of the equipments.

iii) The tender shall furnish the following warranty in case the contract is placed on him:-

- a) The tenderer hereby declares that the goods/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specification and particulars contained/mentioned in the clause here of and the tenderer hereby guarantee that the said goods/store/articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of the goods/stores/articles will be at the seller's risks and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/seller shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the purchaser at his discretion on an application made thereof by the tenderer, the goods/stores/articles or such portion thereof as rejected by the purchaser and in such an event the above mentioned warranty period shall apply to the goods/stores/articles replaced from the date of the replacement thereof, otherwise the tenderer shall pay to the purchaser such damage as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf."
- b). Tenderers should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service
- c) Tenderers should categorically condition that they will give free 'after sales service' during guarantee period.
- d) It is specifically required that the tenderer will supply all the operating and service manuals of the equipment supplied.

10. **Uptime Guarantee:** - During the guarantee / warranty period and the maintenance period of **60 months**, the firm will be responsible to maintain the equipment in good working conditions for a period of 328 days (i.e., 90% uptime) in a block of 365 days. All the complaints will be attended by the firm within 2 days of the communication verbal and written of the complaints to their office. In case there is delay of more than 2 days in attending to complaint then the number of days in excess of the permissible response time shall be counted in the downtime. The above said response time of 2 days for attending to a complaint will not be counted in the down time.

11. Penalty for exceeding permissible downtime during warranty/guarantee period and maintenance period.

- a. In case total downtime exceeds the permissible limit as defined above the guarantee /warranty shall be extended by the twice the period in excess of permissible downtime.
- b. In case total downtime exceeds the permissible limit as defined above during the Guarantee / Warranty and maintenance period, then in that event a penalty in Indian Rupees at this rate 1/365 percent of FOB value of the equipment shall be recovered for each day in excess of the permissible downtime. The conversion of FOB value into Indian Rupees for the above purpose shall be the TT Selling rate prevalent on the date of the releasing of the LOC documents by the bankers.

12. **Voltage stabilizers/isolation transformers/ CVT/UPS etc.** as may be required should form part of the equipment although separate quotations for the same from indigenous (Indian) sources may be submitted. The voltage range in the Institute is 180-280 VAC @ 50 Hz. The full technical specifications and literature in respect of the voltage stabilizer etc. must be furnished. The exact requirement of line voltage, current rating etc. and the optimum climate and environment required for the equipment must be stated precisely.

13. **DELIVERY PERIOD AND COMMISSIONING**

- i) The tenderer is required to undertake to deliver and commission the equipment **within a period of 90 days from the date of opening of confirmed Letter of Credit (In case of any amendments in L/C it should be intimated within 15 days of opening of original L/C or it will be assumed that No. changes are required)**. Please furnish in our bid the guaranteed delivery period. In case of **delays in delivery and commissioning** of the equipment not attributable to the Institute, beyond the stipulated period, the purchaser shall have the right to recover damages **@ 0.5% of the F.O.B value of the equipment per week or part thereof, by which the delay has occurred subject to a limit of 10% of the F.O.B value in the same currency in which the order is placed** as damages recoverable on this account.
 - ii) It will be the responsibility of the tenderer to pursue any claims with the customs authorities/ Insurance company/cargo operators and transporters as may arise at any stage.
 - iii) The manufacturer will ensure that the equipment is properly insured upto destination i.e., NATIONAL INSTITUTE OF TB & RD, Delhi. The firm will be responsible till the entire stores arrive in good condition at NATIONAL INSTITUTE OF TB & RD, Delhi.
 - iv) **For Imported Item: The N.M.I.C. (Not manufactured in India Certificate) for the model quoted for imported item will be provided by the Supplier. The duty exemption certificate documents required for custom clearance will be provided by the NATIONAL INSTITUTE OF TB & RD.**
14. On receipt of the stores at destination, the tenderer will provide, after due inspection, a detailed list of any loss and damage to the stores, that may have occurred during transit, so as to enable the purchaser to get appropriate claims with the insurance company. The tenderer will be responsible to pursue any such claim with insurance company.

15. **Special Conditions:-**

- I. An affidavit as per annexure "C" should accompany the tender (Specimen copy enclosed.)
- II. Proof of purchase of tender.
- III. The Director Reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.
- IV. This tender form is not transferable.
- V. The offer should be legibly typed.
- VI. No tender will be considered unless and until all documents are properly signed.
- VII. The tender is liable to be ignored if complete information is not given therein.
- VIII. All corrections must be signed, by the tenderers in full.
- IX. The offers should be typed only.
- X. Offers with any price variation clause shall not be accepted.
- XI. Any conditional tender or any deviation from the terms and conditions of the tender notice shall render the tender liable to rejection.
- XII. Tender qualified by such vague and indefinite expressions as subject to immediate acceptable, subject to prior sale 'shall' not be considered.
- XIII. Tenderers must attach, along with the Technical Bid a photocopy of the constitution of the firm indicating partnership deed, if any the name of the proprietor/partner(s).

- XIV. Foreign firms quoting direct against this tender should attach, along with the technical bid, a certificate giving the name and address of their Indian Agents or their representative they have in position for servicing the equipment in India.
- XV. In case the offer is from other than manufacturer, then a certificate that quantum of Indian agency Commission mentioned by the firm in the proforma invoice is the same as is being charged from other departments Institutions for similar items must accompany the Technical Bid.
- XVI. Tenderers must attach with the Technical Bid a categorical statement as to whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service is in New Delhi.
- XVII. Specific mention should also be made that the tenderer undertake to comply with the commercial terms and conditions and deviations, if any, in this regard must be stated clearly.
- XVIII. **Please furnish a list detailing all places in India where the same equipment or similar equipment has been installed by the Company and attach documentary evidence where possible in support of this list and also certificates of its satisfactory working from at least two the users mentioned in the list (preferably Govt. Institutions)**
- XIX. In case the offer is from other than manufacturers, then an Authority letter from the manufacturers authorizing the firm to tender on their behalf must accompany the technical bid.
- XX. Please furnish, along with the Technical Bid a certificate thereof to the effect that you are the manufacturers of the equipment/authorized distributors or agent for the manufacturers or whose behalf you are quoting.
- XXI. Tenderers must furnish along with their Technical bid a certificate that the Indian Agency Commission, if any payable has been included in the F.O.B. value and that no Indian Agency commission other than that stipulated in the proforma invoice is payable by the foreign manufacturers to the Indian Agent.
- XXII. **PAN No. of Bidder:- In case of sole proprietor to be accompanied by proof in from of certificate by C.A. that the firm is sole proprietor.**
- XXIII. Indian agents quoting on behalf of their principals abroad should furnish along with their price bids in original proforma invoice from their Principals abroad and also furnish a copy of the Agency Agreement where applicable.
- XXIV. **Four copies of Proforma Invoice** should be placed in the financial bid.
- XXV. **Firm should submit a Rate Certificate that the firm has not supplied the quoted model at a rate lower than what it has quoted in this tender with same terms & conditions to any other Govt. Institution / Hospital.**
- XXVI. **Photocopy of G.S.T. Registration Number.**
a. Optional accessories:
- XXVII. Tenderers must quote separately for any recommended optional accessories for the equipment (list item and mention individual prices).
- XXVIII. Indian Agents quoting on behalf of their principals abroad must attach a photostat copy of their agency agreement with their principals abroad regarding quantum of commission.
- XXIX. The Indian Agency Commission of the FOB value will be paid in Indian Currency.

16. Payment Terms:-

(A) For Imported Item

i) **On shipment:-** 100% FOB shall be paid through irrevocable Letter of Credit established in favor of the foreign supplier through Punjab National Bank, Lado Sarai, New Delhi, India on a bank in supplier's country. Of this, on shipment, 80% shall be paid on submission to bank of the documents specified in letter of credit and further following documents –

a) Foreign supplier's certificate that the amounts shown in invoice are correct in terms of the contract and all the terms and conditions of the contract have been complied with.

b) Foreign suppliers certificate confirming that the original shipping documents have been dispatched to the port consignee in accordance with contract and any other documents specified in the notification of award or the contract.

c) ***Bidders are required to give the following details for payment through NEFT/ RTGS.***

1. ***Beneficiary Name***
2. ***Beneficiary Address***
3. ***Beneficiary Account Number.***
4. ***Beneficiary Bank Name and Branch.***
5. ***Beneficiary IFSC Code.***

ii) On final acceptance.

Out of remaining 20% of the FOB value, 10% and actual freight and Insurance (based on production of the receipts of the same limited to the estimated amount as mentioned in the Supply Order) shall be payable by Drafts on receipt of goods, on submission of claim supported by the acceptance certificate issued by the consignee/ purchaser's representative in the proforma given in Annexure- B (copy attached), inter-alia mentioning therein the date of completion of 90 days satisfactory and faultless functioning of the equipment and subject to other provisions of the Agreement, if any. The balance 10% will be released after 60 days of completion of warranty period. **However, this may be released against Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form of same value for same period.**

iii) Payment of Agency Commission:

Payment shall be made by the paying authority in local currency on presentation of claim supported by a certificate from the purchaser declaring that the goods have been delivered and that all other contractual services/obligations, excepting warranty obligations, have been performed.

iv) The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission out of the FOB value to the Indian agent at the earliest possible after satisfactory installation, commissioning and handing over of the equipment in good working condition and meeting any other requirements for payment of the Agency Commission. The rate of exchange applicable for converting agency commission into equivalent Indian Rupees shall be the TT selling rate prevalent on the date of releasing the documents by the bankers.

v. The Indian Agency Commission out of the FOB value will be paid in Indian Currency (Rupees) to the Indian Agent.

vi. The equipment will be installed free of charge by the firm/agent at the designed premises.

vii Octroi exemption certificate if required shall be provided by the Institute.

(B) IN CASE OF RUPEE OFFER: -

80% of the order value shall be paid after the commissioning of equipment certified by the Department Incharge. Out of remaining 20% of the order value, 10% after the date of completion of 90 days satisfactory and faultless functioning of the equipment certified by the Department Incharge as per the format in tender. The balance 10% will be released after 60 days of completion of warranty period. **However, this may be released against Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form of same value for same period (60 days of completion of warranty period) towards execution of supply order and ensuring timely supplies/ satisfactory installation and handing over the equipment in good working in the stipulated period and for carrying out after sales services during guarantee/ warranty period.**

17. Service Contract

Preventive maintenance visits of service engineer of the company will be at least 4 nos. per year (one in each quarter) and in addition the firm will attend to all emergency breakdown calls.

THE AMC WILL BE APPLICABLE AS PER THE TECHNICAL SPECIFICATIONS IN ANNEXURE "A" SUBJECT TO CONDITIONS BELOW:

In addition to quoting for the equipment along with its accessories, tenderers must quote for Annual Maintenance Contract (AMC) for a period of **60 months** for maintaining the equipments at this institution after the period of warranty of **60 months** or extended as the case may be. During the service contract period the firm shall provide preventive maintenance in addition to attending to all emergency breakdown calls. The uptime guarantee defined in Para 10 will also apply to the service contract period. **The AMC rates will be taken into account while comparing the prices.**

- a) In case of AMC the charges should be quoted for the labor cost only and should not include the cost of any replacement parts/components that may be needing replacement. Thus, the charges quoted will be for service only. During the AMC, replacement of parts or components that may be needed shall be made available by the firm at the Institute's expenses within 5 days (for imported items only) failing which the extra period will be counted as down time. During the AMC the time taken by the firm in providing the spares till the functioning of the unit will not be calculated as down time but the period of AMC will be extended equivalent to twice the period the unit remain out of order.

The rates of service contract i.e., AMC must be indicated strictly as below:

AMC (in Rs.)

Rate for 1st Year _____
 Rate for 2nd Year _____
 Rate for 3rd Year _____
 Rate for 4th Year _____
 Rate for 5th Year _____

Note 1 Rates of AMC to be quoted only in Indian Rupees for all parts.

Note 2 Payment of AMC will be released annually after satisfactory services.

18. The tenderers may be required to demonstrate the quoted model of the equipment during the technical evaluation, if required, failing which their bids/offer shall be rejected. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.
19. For equipment local agents quoting on behalf of their foreign suppliers must attach valid authority letter in their favour. In case of distributor, the firm should be direct distributor from the principal's. Either the Foreign Principals/manufacturers or their authorized Indian Agent should participate in the tender but not both. Also one agent cannot represent two suppliers or quote on their behalf in the same tender.

FORCE MAJEURE:

20. Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by any party one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts and strikes, riots embargos or from any political or other reasons beyond the supplier's control including war (Whether declared or not) civil war or state of insurrection, provided that notice of the occurrence of any by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.
21. The Institute reserves the right to accept or reject in whole or in part any or all the quotations receive without assigning any reason therefore.

22. ARBITRATION:-

- i) If, at any time, any question, dispute or difference whatever shall arise between the two parties (Institute on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the Institute and the other to be nominated by the firm. Such a notice of the existence of any question, dispute or difference in connection with this purchase shall be served by either party within 30 days of the beginning of such dispute failing which all rights and claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference, the arbitrators shall appoint/nominate an Umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at NATIONAL INSTITUTE OF TB & RD.
- ii) The provisions of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply installation and commissioning etc.
- iii) Upon every or any such reference, the cost of any incidentals to the reference and award (s) respectively shall be at the discretion of the arbitrators or in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

JURISDICTION

The courts at Delhi alone will have jurisdiction to try any matter dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Delhi Courts shall have jurisdiction in the matter

DIRECTOR
National Institute of TB and Respiratory Diseases

ANNEXURE - 'A'**Technical Specification of Portable Polysomnography System (Qty. 01)**

- a. Should be portable & battery operated (for a minimum 12 hour continuous use)
- b. Should be wireless.
- c. Weight should be less than 500 Gms.
- d. Should be a Type I / Type II System for attended/ unattended sleep studies.
- e. Should have facilities to record the following parameters:
 1. Heart rate.
 2. ECG
 3. EEC (at least two channel)
 4. EOG for both left and right eye.
 5. Chin EMG.
 6. Two Leg EMG for Periodic Limb Movements.
 7. Thoracic and Abdominal Effort (through Respiratory Inductance Plethysmography Bands)
 8. Snoring from Flow sensor.
 9. Body position sensor
 10. Oxygen saturation from finger pulse oximetry.
 11. Nasal/ Oral air flow.
 12. Thermistor air flow.
 13. CPAP Pressure during online view.
 14. Pulse transit time (PTT).
 15. Good study indicator.
 16. Event marker.
 17. LCD display to check sensor connectivity.
- f. Data should be stored on external SD card and can be downloaded after sleep study.
- g. Communication through USB with a standard branded laptop (USB 3.0 Port, 1 TB Hard Disc, i5 Processor or later, 8 GB Ram, MS Office 2016 or later, Full HD Resolution 1920 X 1080).
- h. Should have battery power level indicator.
- i. Should have device error indicator.
- j. Should have memory card indicator.

- k. Should have study status indicator.
- l. Should be body wearable.
- m. Compatible software for data acquisition, real time graphical data display, automatic sleep staging and scoring, and interpretation of neurological and respiratory events. The software should be compatible with Microsoft Windows-7 or higher operating system.
- n. Should be American Academy Sleep Medicine (AASM) compliant and must be US FDA approved.
- o. Hardware should be capable of performing Positive Airway pressure Titration with CPAP and BiPAP.
- p. Manual scoring of EEG and Respiratory Events should be possible.
- q. System should be quoted with all sensors/ bands/ indicators/ cable etc. as mentioned above as well as those necessary to keep it functional, a Carry Case, user guide, SD Card, External Card Reader, USB Data Cable, EEG jelly (2 pks), a branded laptop (as mentioned in 'g' above) along with necessary cable and accessories to keep it functional, Gold Cup Electrodes (pk of 10), Electrode leads (pk of 10), a PAP titration kit as well as a BIPAP machine for titration (Spontaneous, timed, ST Mode) IPAP range 4-25 cm H₂O, EPAP range 4-15 cm H₂O, Heated Humidifier and Manual Titration of IPAP and EPAP should be possible when machine is working).
- r. Firm must have an authorized service centre in Delhi/ NCR.
- s. The company must give a comprehensive warranty on the polysomnography system, Laptop and BiPAP Machine for services and spares for 5 years to be valid after satisfactory installation and submit AMC with terms and conditions for next 5 years after the termination of warranty period. A list of consumables as well as of machine spares should be separately mentioned with the price to be valid for 5 years.
- t. The company must submit a list of users of the equipment and submit a certificate of satisfactory use from the head of the Department/ Institution of at least two users preferably from Govt. Institutions.
- u. A live demonstration may be arranged at the Institute, if required.
- v. A point by point compliance statement of specifications may be enclosed.

ANNEXURE - B

PROFORMA OF CERTIFICATE FOR ISSUE
By THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

No. _____

Date _____

To,

M/s. _____

Subject : Certificate of Installation /commissioning of equipment / Plant and satisfactory and faultless functioning for 90 days after installation /commissioning.

01 This is to certify that the equipments (s)/plant (s) as detailed below has/have been received in good condition along with all the standard and special accessories and a set of spares (subject to remarks in para no.02 in accordance with the contract/ technical specifications. The same has been installed and commissioned.

- a) Contract No./Supply Order No. _____ dated _____
- b) Description of the equipment (s) /plant (s)
- c) Sr. No. of equipment (s)/ plant(s)
- d) Quantity
- e) Bill of lading/ air way railway receipt/goods consignment note No. _____
- f) Date of installation / commissioning.
- g) Date of completion of 90 days satisfactory and faultless functioning of equipment.

02 Detailed of accessories spares not yet supplied and recoveries to be made on that account:

S. No.	Description of Item	Quantity	Amount to recovered

03 The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment (s)/ plant (s)

04 This will be without prejudice to the recoveries/penalties/LD which become payable due to omission or commission on the part of the Second and Third Party as per the Agreement, Supply order and LOC.

Signature
Name
Designation with Stamp

Explanatory notes for filling up the certificate:

- a) He has supervised the commissioning of the equipment (s) /plant (s) in time i.e., within the time specified in the contract.
- b) Training of personnel has been done by the supplier as specified in the contract.
- c) It should always be kept in mind that satisfactory installation and commissioning means satisfactory and faultless functioning of the equipment for 90 days and of work conducted there under covered under the contract working order.

ANNEXURE – C

I/we (Name) _____ partner /sole proprietor (strike out word which is not applicable) of (Firm) _____ do hereby declare and solemnly affirm to the fact that the individual firm/companies are not black-listed by the Union or State Government or any partner or shareholder there of are not directly or indirectly connected with or has any subsisting inters in business of my/our firm.

DEPONENT

Address _____

I/we do hereby solemnly declare and affirm that the above declarations is true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed.

Dated: DEPONENT

(Note: - To be furnished on non judicial stamp paper duly attested by the Oath Commissioner).