अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR
Address: Plot No. 2, Sector-20, MIHAN, Nagpur – 441124
Email: - hospitalstore@aiimsnagpur.edu.in

No. ADMIN-18.0/212/2026-AO(ADMIN)-AIIMS-NAGPUR /4477/Comt &Obj./ 31 **Date: 10./11./2026**

Invitations for Comments / Objections

Subject: **Procurement of Accessories of Ventilator, Model: Bellavista 1000 for Various department** on proprietary basis at AIIMS Nagpur – Inviting comments/Objection thereon.

The Institute is in the process for Procurement of Accessories of Ventilator, Model: Bellavista 1000 for Various department at AIIMS Nagpur on proprietary basis from **M/s Biomed Instrument, Indore** who is authorized distributor of **M/s Zoll Medical Corporation, U.S.A. (ZOLL) - OEM** for subject item. PAC certificate of OEM along with authorization letter attached.

The above documents are being uploaded for open information to submit objection / comments, if any from any manufacturer regarding proprietary nature of the above said items **within 14 days from the date of issue of the notification.** The comments should be sent to **Central Medical Store, 1st Floor, IPD Building, AIIMS, Nagpur** by post or thro ugh e-mail on given email id within working hour of Institute. If last date is Sunday or holiday, next working day will be considered last date of submission. Failing which, it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

05.11.2026

(Vipin Kumar)
Administrative officer (P&MM)
AIIMS, Nagpur

विपिन कुमार/Vipin Kumar
प्रशासनिक अधिकारी (पी अॅन्ड एमएम)/Administrative Officer (P & MM)
अ.भा.आ.स. नागपुर/AIIMS, Nagpur

Enclosure:

i) Proprietary Article Certificate from OEM along with Authorization

Docusign Envelope ID: 108E9BCD-C13C-8E77-816E-B7632A33B796

ZOLL

269 Mill Road
Chelmsford, MA 01824
978.421.9655 (main)
978.421.0015 (fax)
zoll.com

September 29, 2026

Proprietary Article Certificate

To Whom so ever it May Concern:

On October 14, 2024, **ZOLL Medical Corporation ("ZOLL")**, with its principal address at **269 Mill Road, Chelmsford, Massachusetts, United States**, acquired all rights in the medical devices – **Fabian® & Bellavista® ventilators** (the "**Medical Devices**") from **Vyaire Medical Inc. ("Vyaire")**, located at **26125 N. Riverwoods Blvd., Mettawa, IL 60045 USA and Acutronic Medical Systems AG ("Acutronic")** having its registered address at **Fabrik im Schiffi, 8816 Hirzel– Switzerland.** As of such, Acutronic Medical Systems AG is a wholly owned subsidiary of ZOLL Ventilation Holdings Limited, which is a wholly owned subsidiary of ZOLL. In the interim, ZOLL hereby confirms that it owns the Medical Devices and is authorized to distribute and sell the Medical Devices under Vyaire's product registrations.

We hereby certify that all the spare parts, accessories, ventilator specific consumables of the Medical Devices, which are manufactured by Vyaire and imported by our authorized distributor **Biomed Instrument** located at **11/9 SDA Compound Lasudiya Mori, Dewas Naka, Indore M.P.452010 India**, required for the servicing of Medical Devices are proprietary items of ZOLL.

We further certify that these items are Proprietary in nature and are meant to be used only with the above-mentioned Fabian® & Bellavista® ventilators and no other Make is compatible.

Further, we can confirm that the Medical Devices can be sold only through our aforesaid service-authorized distributor in their assigned territory and hospitals.

Yours faithfully,
for **ZOLL MEDICAL CORPORATION,**

DocuSigned by:
Jennifer Izzo
839B7060E70F494...

Jennifer Izzo
Head of Global Sales Contracts

biomed
instrument

TO WHOMSOEVER IT MAY CONCERN

This is to declare that we do not have any purchase order for the Service kit & Filters of ICU Ventilator Make : Zoll (Vyaire) , Model: Bellavista 1000 item from any government institution. However we assure that we have not quoted a lower price for the same item than what was given to your organization.

For BIOMED INSTRUMENT



Authorized Signatory

BIOMED INSTRUMENT
Reg. Address: 11/9, SDA Compound, Lasudiya Mori, Dewas Naka, A.B Road Indore (M.P.) 453771
Email: biomedinstruments1@gmail.com, Mobile- 9039476969

This Authorized Service Provider Agreement ("Agreement") shall be effective on the date of last signature below (the "Effective Date") is made by and between ZOLL Medical Corporation, a Massachusetts corporation ("ZOLL"), having a principal place of business at 269 Mill Road, Chelmsford, MA U.S.A. 01824 and **Biomed Instrument**, the Authorized Service Provider (the "Provider"), having a principal place of business at **11/9, SDA Compound, Lasuyida Mori, Dewas Naka, 452010, Indore, India** (each individually a "Party" and collectively the "Parties"). The Parties hereby agree to the following terms and conditions of this Agreement.

Section 1. Appointment of Non-Exclusive Authorized Service Provider. ZOLL hereby appoints Provider as an authorized, non-exclusive service provider within the Territory set forth below for the products set forth on Schedule A (the "Service Products") during the Term of this Agreement (as defined herein). As an authorized ZOLL service provider, Provider shall be permitted to perform the services set forth in Exhibit SOW herein (the "Services") in accordance with the training and certification requirements set forth on Schedule B, and the technical service procedures and quality and regulatory policies and standards set forth on Schedule C. Provider agrees to use the ZOLL software application, ExpertCare Application Software ("ExpertCare App") as set forth in the licensing and terms and conditions in Schedule D during the performance of the Services. This appointment does not provide Provider with any rights outside of the Territory. ZOLL may amend any of the foregoing schedules at any time without prior notice and without Provider's consent, provided however, that, where practicable, ZOLL shall endeavor to provide reasonable prior notice of any such amendment. If ZOLL and Distributor have entered into a written Quality Agreement signed by both parties with respect to the Service Products (the "Quality Agreement"), the Quality Agreement will remain in effect in accordance with its terms, and nothing in Schedule C of this Addendum will be construed as superseding the Quality Agreement. In the event of any conflict between the provisions of the Quality Agreement and Schedule C of this Addendum, the provisions of the Quality Agreement that relate solely to quality matters will prevail, and for all other matters, the provisions of this Addendum will prevail.

Section 2. Territory, Market and Customers. The territory covered by this Agreement shall consist of India (the "Territory"). The Provider's market shall include the hospital and Emergency Medical Services ("EMS") markets ("Market") within the Territory. The Provider's performance in relation to this Agreement will be analyzed solely based on its achievement in providing the Services and standards within the defined Market and Territory. Provider may only provide services for the Service Products to customers in the Market and Territory (each, a "Customer").

Section 3. Certification. As a condition precedent to the effectiveness of this Agreement, Provider shall attend multi-level training and certification on the Services that is either provided or approved in advance in writing by ZOLL, as further set forth on Schedule B, which describes the nature of the training required to obtain authorization to perform each level of the Services. If certification is not complete to the minimum service level, in ZOLL's sole discretion, within twelve (12) months following the date of this Agreement, then this Agreement shall be terminated and deemed null and void. Provider shall only be permitted to provide Services up to the service level to which the Provider has been certified *and limited to the Services included in Exhibit SOW and shall not provide any other Services.* If, after six (6) months, the Provider fails to maintain a certified technician for each Product listed in Schedule A, the Provider shall be suspended from performing services on any Product lacking certified technician coverage. Such suspension shall include a temporary revocation of the ExpertCare license for use on the affected Product(s) until the re-certification date or the natural expiration date of those licenses whichever comes first. Reinstatement of service privileges and the ExpertCare License shall require the Provider to: (a) undergo a formal audit focused specifically on the Product(s) lacking certified technician coverage; and (b) reapply through the ASP onboarding process for the applicable ZOLL Product(s). In the event the Provider lacks certified technicians for all Products listed in Schedule A, a full audit shall be

required, along with submission of an updated ASP application shall be required for reinstatement. No reinstatement shall occur until both conditions are fully satisfied and approved in writing by ZOLL.

Section 4. Parts. The term "Parts" shall mean the Service Products components together with documentation provided therewith by ZOLL, if any. ZOLL reserves the right to change, modify or discontinue any Parts at any time. ZOLL shall sell Parts to Provider for use by Provider for the purpose of performing the Services on the same terms and conditions pursuant to which ZOLL sells Products to Provider, at such prices as listed on the then current Parts price list, with the Authorized Service Provider discount as determined by ZOLL from time to time in its sole discretion from time to time upon Provider's training and certification in accordance with Schedule B. ZOLL has the right, in its sole discretion, to amend pricing and/or discount offered to Provider from time to time upon sixty (60) days prior written notice to Provider. New prices and/or discount shall apply to all shipments made after such 60-day period. Provider acknowledges that it would be receiving a discount to ZOLL's list prices for the Parts as consideration for the performance of Provider's obligations under this Agreement.

Section 5. Additional ZOLL Responsibilities.

a. ZOLL shall train Provider personnel at mutually agreed upon locations and dates.

b. ZOLL shall provide service manuals, operating manuals and instructions, handling and shipping information and other information regarding Parts and the Services as reasonably needed for Provider to perform the Services. When possible, ZOLL will endeavor to give Provider at least fifteen (15) days prior written notice of changes in its instructions, standards, procedures or specifications.

c. ZOLL will provide reasonable cooperation, including, without limitation, technical support reasonably needed by Provider in its performance of the Services.

Section 6. Additional Provider Responsibilities.

a. Provider shall perform the Services in accordance with all applicable laws and regulations of the Territory.

b. Provider shall perform the Services in a professional, competent, skillful manner.

c. Provider shall make available and assign personnel who have adequate training and expertise to carry out the Services. In furtherance of this obligation, Provider shall ensure that its personnel only perform Services for those service levels for which such personnel have received specific training and use the ExpertCare App in accordance with the licensing and terms and conditions in Schedule D when performing the Services.

d. Provider shall not subcontract or assign any of the Services or any other obligations under this Agreement to any other company or individual.

Section 7. Provider's Representations, Warranties and Covenants.

a. Provider represents and warrants that (i) it is a company registered and existing in accordance with the laws of region of its principal place of business and is authorized to do business in the Market and Territory, (ii) has full authority to enter into and perform its obligations under this Agreement, and (iii) there are no outstanding obligations or agreements, either written, oral or implied, inconsistent with this Agreement.

b. Provider will not in any way (directly or indirectly) disparage any Service Products, ZOLL or any of its affiliates or any other products or services marketed by ZOLL or any of its affiliates.

c. Provider shall comply with all applicable laws, regulations, orders, judicial decrees and policies (collectively, "Laws") and shall stay up-to-date on all applicable statutory or regulatory changes in the Market and Territory and inform ZOLL of all such changes. Provider shall certify its compliance with Laws upon ZOLL's request. Provider shall cooperate with ZOLL with respect to

any internal or external investigations and respond promptly to inquiries from ZOLL regarding compliance with Laws.

d. Provider shall not permit any ZOLL employees to take an economic interest in Provider's business, shall not provide any gifts to any ZOLL employees, and shall avoid all other conflicts of interest.

e. ZOLL has adopted the AdvaMed (Advanced Medical Technology Association) Code of Ethics (see https://www.advamed.org/sites/default/files/resource/advamed-code-of-ethics_2020_july20.pdf.) Provider represents, warrants and covenants that it will fully comply with the Code of Ethics and all other applicable ethical codes.

Section 8. Indemnification and Insurance. Provider agrees to indemnify and hold harmless ZOLL from and against all third party claims, actions, suits, proceedings, liabilities, costs and expenses, including attorneys' fees, for personal injury, property damage or loss of property, caused by the negligence or willful misconduct of Provider and/ or its employees, agents, contractors or representatives, in the performance of the Services under this Agreement, however Provider's indemnity obligations under as set forth in this section do not apply to the extent that such third party claims are caused solely by ZOLL's gross negligence or willful misconduct.

During the term of this Agreement and for so long as Provider's indemnification obligations continue, Provider shall maintain insurance to cover its indemnification obligations and other risk of loss for which it may be liable. Such policy or policies will include but not be limited to a minimum of:

a. General liability including Products and Completed Operations with limits no less than $1,000,000 USD per occurrence and $2,000,000 USD aggregate, if available. If the specified coverage amounts are unavailable to the Provider, the Provider shall obtain and maintain General and Products Liability coverage for the duration of this Agreement at the maximum limits available to the Provider or required under applicable Government regulations, whichever is higher. Failure to obtain insurance will not relieve Provider of its indemnification obligations to either ZOLL or customer

b. Workers Compensation – As required by Government regulations

c. Automobile Liability - with limits at least equal to those required by Government regulations.

d. Property - all risk coverage for the full replacement value of ZOLL property, if applicable.

Provider shall submit ZOLL with evidence of insurance required hereunder annually. The above-listed insurance limits do not operate as a limitation or cap on Service Provider's liability for its indemnification obligations to ZOLL, and Service Provider agrees that it will be liable to ZOLL for all indemnification obligations: i)in excess of its insurance limits Or ii) its failure to carry insurance.

Section 9. Export Control Regulations. Provider understands and agrees that performing the Services with respect to Service Products located in or shipped from restricted countries or individuals sanctioned by the United States government, including, without limitation, Iran and North Korea, is strictly prohibited and shall constitute good cause for termination of this Agreement by ZOLL without prior notice and with immediate effect. Provider shall provide ZOLL with copies of end-user purchase orders, if requested by ZOLL, to assure compliance with this policy.

Section 10. Additional Rights and Obligations Upon Expiration or Termination.

a. Within twenty-one (21) days following the expiration or termination of this Agreement:

i. Provider shall deliver to ZOLL without charge, details of all Services performed by Provider by customer and address;

ii. ZOLL may, but shall not be required to, repurchase from Provider any or all of the Parts then owned by Provider that are commercially usable.

b. Immediately upon expiration or termination of this Agreement, Provider shall cease to identify itself as an authorized ZOLL service provider and discontinue using the ExpertCare App.

Section 11. Term and Termination. This Agreement shall be effective for two (2) years from the Effective Date unless earlier terminated in accordance with this Agreement ("Term"). The Term may be renewed or extended upon mutual written signed agreement by the Parties. Either Party may terminate this Agreement for a default of its terms and conditions by the other Party after a thirty (30) day notice of such default from the non-defaulting Party to the defaulting Party if the defaulting party does not cure the default within the thirty (30) day period of such notice. ZOLL may terminate this Agreement without cause at any time without prejudice and with no liabilities or obligations to the Provider. .

Section 12. Relationship of Parties. Provider's relationship to ZOLL is that of an independent contractor, and neither Party is an agent, employee, representative, partner, joint venturer or fiduciary of, or a participant in any joint undertaking with, the other. Provider will not have, nor may Provider hold itself out as having, any right, power or authority to create any contract, obligation or liability, expressed or implied, for or on behalf of, in the name of, or binding on, ZOLL, or to otherwise hold itself out as an agent of ZOLL. Provider or any of its employees, agents or assigns shall not, nor be entitled to, receive any fringe or any other benefits ZOLL provides to its employees. Provider will perform its obligations under this Agreement at its own facilities, office, workspace or other location(s) of its choosing, using its own means, methods and responsibility to perform such obligations and will be solely responsible for the conduct and performance of its employees, independent contractors, or others it engages to perform its obligations under this Agreement. Neither Party will be provided by the other, nor will it establish, any branch, office, legal entity, permanent establishment, or fixed place of business of, for, or on behalf of, the other.

Section 13. Amendments and Waivers. Any amendments to this Agreement must be made in writing and signed by both Parties, except as provided herein. The failure of either Party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the rights of such Party thereafter to enforce each and every provision of this Agreement, nor shall such failure affect the validity of this Agreement.

Section 14. Governing Law. This Agreement and any rights and obligations hereunder are subject to and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. notwithstanding any conflict of laws rules or principles therein contained under which any other law would be applicable, and specifically excluding the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended.

Section 15. Notices. All notices, demands and other communications hereunder must be in English, in writing and will be deemed to have been given (i) when delivered if personally delivered by hand (with written confirmation of receipt), (ii) when received if sent by a nationally recognized overnight courier service (receipt requested) or first class mail, return receipt requested, or (iii) when receipt is acknowledged by an affirmative act of the party receiving notice, if sent by facsimile, telecopy, email or other electronic transmission device (provided that such an acknowledgement does not include an acknowledgment generated automatically by a facsimile or telecopy machine or other electronic transmission device), shall be given to the respective addresses set forth below (or such other address as a Party may give in accordance with this section):

If to ZOLL:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824
Attn: Contracts Department

With a copy to:

LegalNotice@zoll.com

If to Provider:

Section 16. Entire Agreement. This Agreement, together with the applicable Schedules and Exhibits sets forth the entire Agreement between the Parties and supersedes all prior agreements and understandings between them with respect to the subject matter hereof.

Section 17. No Limitations. Nothing in this Agreement shall be construed as limiting in any manner ZOLL's marketing or service activities, or the marketing and service activities of ZOLL's affiliates and agents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and intend for it to be effective as of the Effective Date written above.

BIOMED INSTRUMENT

BY (SIGNATURE): Signed by: Ankita Patidar 137D68F01372403...

Printed Name: Ankita Patidar

Title: Technical Support Manager

Date: Sep 15, 2026

ZOLL MEDICAL CORPORATION

BY (SIGNATURE): DocuSigned by: Antoine Kebbe 22B1043B19B343A...

Name: Antoine Kebbe

Title: Vice President Global Service

Date: Sep 15, 2026