

Subject:- Addendum in E-Bid for hiring of Services providers for equipment maintenance.

Please read the clauses as below:-

- a) Read as clause 3.4.2.16, as under: “In case of showdown(s) /agitation/ situation beyond control in Kashmir Valley, during the period of contract, the relaxation under class 3.4.2.13 shall be considered as “deemed fit by TIA subject to production of certificate from Head of the Departments of the indenting institute that “the situation is non-conducive to get the instrument maintenance and is recommended for relaxation with regards to the penalty clause(s).”
- b) Under clause: 3.4.2.1 Operationalization of Maintenance services add a clause [g(a)] “for confirmation/verification with regards to repair of equipments system Generated verified report through e-upkaran shall be accepted for releasing the payments.
- c) Under clause 3.4.2.1 (Operationalization of Maintenance services will be regards as) (g) line no. 06 “subsequent quarter instead of subsequent year”
- d) Under clause 3.4.2.15 as 3.4.2.17 “Batteries, cable probes, tubing’s, X-ray Tubes and allied items except disposable and consumable items shall be provided and replaced by the successful bidders within the quoted prices which shall be a part of contract”. To further clarify it is stated that.
 1. **All major/ minor maintenance/ servicing of Biomedical equipments and or replacement of spares in these equipments shall be responsibility of Service Provider.**
 2. **All consumables/disposables/spares which are replaced in day to day patient diagnostics or therapeutic activities may be born by the Authority. Examples are reagents/control solution / ECG papers/ Disposable ECG Electrodes/ Ultra sound Gels / Patient Circuits for Ventilators etc.**
 3. **However all the consumables/disposables/ spares which are required for smooth operations of the equipments will be born by the Service Providers. Examples are X-Ray tubes/ CT**

Tubes/Helium replacement in MRI/SPO2 Probes/Patient Cables/ All kind of batteries/ Flow Sensors and Oxygen sensors etc in the Ventilator/All light sources like Xenon/ Halogen/LED/ All kind of fuses/wires/cables etc.

- e) Under clause 3.4.2.3 line No. 06 replace the line “Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via telephonic guidance” WITH “Resolving/ fixing of the fault must be followed by closure of communication loop (call closure) via telephonic guidance/e mail guidance/SMS/soft-ware.”***
- f) Read clause: 3.4.2.9 (b) as” A report indemnifying equipment requiring condemnation should be submitted by the Maintenance Service provider once every year. The renewal of the contract shall be as per Annual performance.”***
- g) Under clause 3.6.2 (I) line No.06 READ “The bidder should submit details of financial capability for the last three (3) financial years (i,e FY 2013-2014,2014-2015 and 2015-2016)” in place of “The Bidder should submit details of financial capability for the last three (3) financial years (i.e. FY 2012-13, 2013-14 and 2015-2016) instead of 2012-13,2014-15, and 2015-2016”.***
- h) Under clause 3.9.1 Bid security (EMD) READ LINE “bid security of the successful bidder shall be retained” AS “bid security of the successful bidder shall be retained. till the submission of Performance Security and thereafter returned as per clause 3.19.4.”***

Annexure XIII

BANK GUARANTEE FORM

To The Managing Director,
J&K Medical Supplies Corporation,
LTD.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Tender / Contract no _____ dated _____ (herein after called "the contract") to supply the National Health Mission with (Description of goods / supplies/ services); and

WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; and

WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

- i) We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the

supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s). We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of JKMSCL. This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorized officer of the Bank).....

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch.

