



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)



Purchase of “Mobile Medical Unit for Cancer Screening and Healthcare for Women” in the State

(Reference No: NIT/JKMSCL/MMU/2017/

Dated: /04/2017)

Last Date of Submission of Online Bids: 22nd May, 2017 upto 1600 hrs

NOTICE INVITING e-TENDER

BID Reference No: NIT/JKMSCL/MMU/2017/

Dated: /04/2017

Request for proposal is invited through e-tender system for selection of bidder for Procurement of “**Mobile Medical Unit for Cancer Screening and Healthcare for Women**” fitted with Healthcare Equipments stated under clause 1 of Scope of Work:

Critical Dates:

(i)	Date of commencement for downloading RFP	15.04.2017 at 10.00 hrs
(ii)	Date of Pre-Bid Meeting	26.04.2017 at 11.00 hrs
(iii)	Last Date for Downloading of RFP	22.05.2017 upto 14.00 hrs
(iv)	Last Date for Uploading of Bid	22.05.2017 upto 16.00 hrs
(v)	Date of Opening of Technical Bid	23.05.2017 at 11.00 hrs

1. Detailed ‘Request for Proposal’ document comprising of the detailed terms and conditions can be downloaded from the website(s) - www.jktenders.gov.in, www.jkmsclbusiness.com.
2. The tender shall only be submitted through e-procurement portal www.jktenders.gov.in of Govt. of Jammu and Kashmir.
3. Registration of bidders/ firms with JKMSCL is pre-condition for participating in bidding process; failing which bids shall not be entertained. **Registration of bidders shall start with uploading of Tender Document and shall close one week prior to closing date of uploading of tender. Bidders registered under Group “Machinery & Equipments” are eligible to participate the e.bid.**
4. Bidders shall have to pay Rs.1, 00,000.00 (Rupees One Lack only) towards Registration fees, non-refundable, either through NEFT in the Corporation’s bank A/C No-0373040500000032 maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no. and submission /uploading Bank transfer/deposit receipt as documentary proof along with other documents required for registration. The registration shall be under the **Group Machinery & Equipments** and shall remain valid for a period of five years, subject to fulfilment of eligibility criteria and validity of documents. JKMSCL reserves the right to cancel the registration at any point of time, if validity of any of the documents submitted for registration expires and same shall not be renewed by the concerned Competent Authority for any reasons whatsoever. Bidders already registered under the Group Machinery and Equipments need not to register again.
5. An amount of Rs.10, 000.00 (Rupees Ten thousand only), comprising of cost of Bid document as Rs.1000.00 (Rupees one thousand only) & Bid Processing fee as Rs.9000/- (Rupees Nine

thousand only) shall have to be paid either through NEFT in the Corporation's bank **A/C No-0373040500000032** maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no.

- (i) Scanned copies of Bank transfer/deposit receipt of cost of tender document and Tender processing fee and EMD in the shape of FDR/ CDR shall have to be uploaded along with Technical Bid.
- (ii) However CDR/ FDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/ Srinagar before the last date and time of bid submission.

6. A Pre-Bid Meeting shall be scheduled as per critical dates given above in the Conference Hall of Corporate Office Jammu / Srinagar of the JKMSCL at 1st Floor, Drug Store Building, Govt. Medical College, Jammu and 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar to clarify various issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting, if there is any amendment in tender document/ catalogue, same will be uploaded on website(s) www.jktenders.gov.in and www.jkmsclbusiness.com, The same shall neither be published in any newspaper nor be informed individually. Hence bidders are advised to keep themselves updated through these websites.

7. Tenders should be submitted after Pre-Bid meeting including all modifications/ amendments.

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Disclaimer

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Jammu and Kashmir Medical Supplies Corporation Ltd. (hereinafter referred to as “procuring entity”) or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the bidder may require.

Procuring Entity does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is neither an agreement and nor an offer or invitation by the procuring entity to the prospective bidders or any other person. The purpose of the bid document is to provide interested parties with information to assist the formulation of their proposal/ offer. The information contained in this bid document is selective and is subject to updating expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those

applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

The procuring entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort,

principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

The procuring entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this bid document.

The procuring entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the procuring entity is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the procurement and the procuring entity reserves the right to reject all or any of the bidders or bids at any point to time without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the procuring entity or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall remain with the bidder and the procuring entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to bidder and/or selected bidder and information/documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

E-Procurement:-

1. Request for proposal for procurement of “**Mobile Medical Unit for Cancer Screening and Healthcare for Women**” is invited through e-tender system for selection amongst the bidders registered with JKMSCL.
2. Registration of bidders shall start with uploading of Tender Document and shall close one week prior to closing date of uploading of bids.

3. Selection of Bidders shall be carried out through e-procurement process. Proposal/ Bids are to be submitted online on J&K State e-Procurement Portal www.jktenders.gov.in as per RFP document.
4. All tender documents should essentially be signed digitally and uploaded on www.jktenders.gov.in in time as per checklist provided with the tender document. The checklist along with relevant page nos. should also be submitted with the tender.
5. Bidders who wish to participate in this RFP enquiry will have to register on www.jktenders.gov.in (bidders registered on www.jktenders.gov.in earlier, need not to be registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any MMU approved certifying agency.

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

(Bid form is non-transferable)

Bid Form for Procurement of “Mobile Medical Unit for Cancer Screening and Healthcare for Women” in J&K

Bid Reference No. NIT/JKMSCL/MMU/2017/		Dated:
1.	Date & Time of Publishing the bid	15.04.2017 at 11.00 hrs
2.	Start Date & Time for Downloading Bid Document	15.04.2017 at 11.00 hrs
3.	Last Date & Time for Downloading Bid Document	22.05.2017 upto 14.00 hrs.
4.	Clarification Start Date	15.04.2017
5.	Clarification End Date	25.04.2017
6.	Pre Bid Meeting	26.04.2017 at 11.00 hrs
7.	Start Date & Time for Submission of Online Bids	15.04.2017 at 11.00 hrs
8.	Last Date & Time for Submission of Online Bids	22.05.2017 upto 16.00 hrs
9.	Date & Time for Online Opening of Technical Bids	23.05.2017 at 11.00 hrs
10.	Last Date & Time for Registration of Bidders	15.05.2017 upto 16.00 hrs.
11.	Place of Opening of Bids:	Conference Hall, JKMSCL Corporate Office, Jammu /Srinagar
12.	Cost of Tender Document	Rs1000/-
13.	Tender Processing Fee	Rs 9000/-
14.	Bid Security (EMD)	Minimum Rs 10,00,000/-
15.	Address for Communication	Managing Director or General Manager (Adm.), JKMSCL. 1 st Floor, Drug Store Building, Govt. Medical College, Jammu or 121- Green Avenue, New Airport Road, Hyderpora- Srinagar (Kashmir)

Scope of Work

1. JKMSCL intends to procure “**Mobile Medical Unit for Cancer Screening and Healthcare for Women**”. This mobile unit shall be fitted with suitable medical diagnostic equipment and Telemedicine software for online and offline operation. All equipment and software shall be installed, interfaced and commissioned, details of which are enumerated in the succeeding paragraphs at **Part 1** for Equipment’s, **Part 2** for Body Building and **Part 3** for the software and handed over to the JKMSCL in a ready to use condition. The payments terms criterion for suppliers and delivery schedule is also indicated below:

Part 1: List of Equipments and specification.

List of Medical Equipments

1. Mammography
2. CR System
3. Fully Bio Chemistry Analyser
4. Haematology Analyser
5. Urine Analyser
6. Microscope
7. ECG machine
8. Centrifuge
9. Handheld Glucometer
10. AED
11. Toothed Forceps
12. Scissors with wound tip 2 no’s
13. Papillary Torch
14. Thermometer
15. Height Measuring Scale
16. Weigh Machine
17. BP apparatus
18. Stethoscope
19. Needle Burner
20. Laryngoscope – Adult
21. Laryngoscope – Paed

List of Electrical Equipments:

1. DVD Player
2. External Speakers
3. Internal Speakers
4. Cordless mic
5. Amplifier
6. 40” LED TV
7. Genset
8. Online UPS
9. Split Air conditioners
10. Aquagaurd
11. Hot and Cold Water Dispenser

12. Refrigerator
13. FCT
14. Intercomm
15. Water Pump
16. Rear view camera
17. Chemical Toilet
18. Fire Extinguisher system
19. LAN cabling

Detailed Specification of the Medical Equipments:

The medical equipment's shall meet the specifications below and could also be provided in a combined devices providing these tests results.

Analog Mammography:

- The generator of the mammography equipment should be 100KHz ripple High frequency generator with 5Kw power and KV range 20/35 KV in steps of 0.5 KV and mAs range 1-640mAs.
- X-ray tube assembly should be of 0.1mm & 0.3mm dual focal tube.
- The tube should be metal tube with beryllium window.
- Cathode should be grounded and Anode should be Rotating molybdenum anode.
- Heat capacity should be 3,00,000 Hu.
- The Mammography unit should include the following:
 - C-arm for tube assemble support.
 - Motorized C-arm for up and movement and manual rotation.
 - Adjustable compression force.
 - Motor driven (with friction and manual compression device.
 - Microprocessor control desk.
 - Goniometer for C-Arm angle rotation indicator.
 - Adjustable and displayed compression force.
 - Fixed Focus film distance 65 cm.
 - Additional display on unit bottom, visible from left and right C-arm position with digital indication of angle rotation, effectively applied compression force and compressed breast thickness.
 - Innovative compression system μ Press with descending compression paddle speed in inverse relation to the applied compression force.
 - Two serial ports for printing device, calibration, last 1300 exposure parameters memory transfer.
 - Automatic exposure control device (AEC) with three electronically selectable fields, microprocessor controlled.
 - 24 x 30 Potter Bucky With Adaptor For 18 X24 Cassette instead of 18 X 24 Potter Bucky.
 - Two emergency stop push buttons.
 - 18/24, cm fixed collimation plate.
 - Compression Paddle.
 - 1 pair compression foot control.
 - Phantom for complete daily check.
 - X-ray control push button with extensible cable.
 - Shock Absorbing Kit for Mobile Medical Van.
- The Mammography should have a software for advance automatic exposure control calibration with the following features:

- Controlled Parameters:
 - Fully automatic “zero point” technique (automatic kV, automatic mAs)
 - Semi –automatic “one point” technique (manual kV, automatic mAs)
 - Manual “two points” technique (manual k, manual mAs).
- Auto parameters selected in function of effective Breast Density evaluated by pre-exposure X-ray pulse ≤ 10 ms.
- Auto kV range:function of the selected technique (standard- high contrast-low dose), the Anode/Filter combination and the fine adjustment +0.5/+1/+1.5 kV
- Manual density control: 11 steps (0 \pm 5),programmable with PC independently for all the operative techniques available.
- 16 film/screen combinations fully programmable with PC (3 combinations suitable for CR cassettes).
- Auto AEC test procedure for daily check inclusive of special phantom.
- Events recorder through Data-Logger.
- Alarm messages in several languages.
- The only analog Machine upgradable to full field Digital Mammography Unit.

CR System:

- Imaging plate should be in the following size:
 - ST-VI: 35 \times 43cm(14” \times 17”), 35 \times 35cm (14” \times 14”),10” \times 12”,8” \times 10”, 24 \times 30cm, 18 \times 24cm, 15 \times 30cm
- IP Cassette should be in the following size:
 - Type CC: 35 \times 43cm(14” \times 17”), 35 \times 35cm (14” \times 14”),10” \times 12”,8” \times 10”, 24 \times 30cm, 18 \times 24cm, 15 \times 30cm
 - Type LC: 35.4 \times 124.5cm, 35.4 \times 101.7cm, 35.4 \times 83.7cm, 25.2 \times 58cm, 24 \times 57cm
- The system should be upgradable to 50 micron reading with HR-V or HR-VI.
- Minimum 1 number of stacker required.
- 12bits gray scale reading.
- 10Base T/100 Base TX networks.
- Dimensions (W \times D \times H) should not exceed 600 \times 407 \times 815mm (23.6” \times 16” \times 32”).
- Maximum weight should not exceed 135kgs.
- Single phase 50-60Hz power supply system.
- The equipment should be digitally interfaced with the software provided.

Fully Automatic Bio Chemistry Analyser

- System should be fully automatic, discrete, random access and STAT sample priority.
- The system should be throughput of 150tests/hour.
- Type of tests should be routine & uncommon biochemistry enzymes, substrates, drug assays, serum proteins.
- Analysis mode should be end point, fixed time, kinetic, linear/non-linear multipoint calibration.
- Programming should be open system for user defined profiles and calculations.
- Optical system interference filter 340, 405, 450, 510, 545, 578, 630, 700nm+2 optional.
- Optical system absorbance range should be 0.000 to 3.000 abs. Unit.
- Calibration & control of linear (1 point, 2 point, Multipoint), point to point, quality control by Levey, Jennings/Westgard rules.
- Power supply should be 115-230 Volts, 50-60Hz.
- Should function in Relative humidity upto 80%.
- Weight should not be more than 50kgs.
- The equipment should be digitally interfaced with the software provided.

Haematology Analyser

- Should be able to perform the following parameters: WBC, LY#, MID#, GRAN#, LY%, MID%, GRAN%, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-CV, RDW-SD, PLT, MPV, PDW, PCT.
- Should be 3 part differentiation of WBC, 19 parameters and 3 histograms.
- Principles of operation: WBC/RBC/PLT: Electrical Impedance. HGB: Photoelectric colorimetry.
- Aspiration volume: Whole blood 18 μ L, Pre-dilutes 20 μ L.
- Aperture Diameter : WBC 100 μ m, RBC/PLT 68 μ m.
- Throughput should be 50 samples per hour.
- Data storage should be 5,000 sample results and include 500 latest histograms.
- Error message alarms.
- The equipment should be digitally interfaced with the software provided.

Urine Analyser

- Should work with reflectance meter principle.
- Optical measurement should be RGB sensor.
- Should be strip basis test.
- Should be able to perform the following test parameters: Blood, Glucose, pH, Urobilinogen, Protein, Nitrite, Ketones, Bilirubin, Density and Leukocytes.
- Throughput should be 40 samples per hour.
- Should be having TFT LCD with built in printer.
- Should be able to store 200 results with date.
- Should have USB and RS232 ports.

Microscope

- Sturdy stand with convenient location of focus controls
- Viewing body should be wide field eyepiece 10 \times /18mm with eye guard with anti fungus coating.
- Quadruple nosepiece with ball bearings.
- Coaxial coarse and fine focusing system with ball bearing guideways.
- ABBE condenser N.A 1.25 with aspheric lens, Iris diaphragm with snap in blue filter.
- 6V/20W halogen with variable electronic intensity control.

ECG machine

- Simultaneous 12 Channel ECG Recording with 12 lead simultaneous acquisition.
- 5.7- inch High Resolution Foldable Screen.
- QWERTY Alphanumeric keyboard.
- Built-in ECG Parameters measurements and Interpretation.
- Print Mode: Pre-Sample/Real-Time Sample/Arrhythmia Triggered Sample.
- Upto 100 ECGs in Internal Memory.
- Supports External Archiving: USB Drive for virtually unlimited ECG Data Storage.
- Built-in Rechargeable Lithium Ion Battery.
- The equipment should be digitally interfaced with the software provided .

Centrifuge

- Maximum rotor speed should be 3200 RPM.
- Maximum centrifuge force should be 1600 \times g.
- Dimensions should be less than 330 \times 320 \times 300mm.
- Maximum weight should not exceed 8.5kg.

- Number of tubes should be 6.

Handheld Glucometer

- Should display 96 segments LCD display with symbols.
- Should be a hand held meter
- Should have Auto Power Off: 30 or 90 seconds according to operating status.
- Battery Life should be minimum 900 tests or one year.
- Battery: 1 battery, type CR 2032.
- Should have Under-dosing Detection.
- Should work with Photometric end-point Measuring principle.
- Measuring range: 0.6 mmol/L – 33.3 mmol/L.
- Should require no routine maintenance.
- Should have a maximum reading time of less than 10 seconds.
- The equipment should be digitally interfaced with the software provided

Automated External Defibrillator:

- Should be fully automatic and STAR biphasic truncated exponential waveform.
- Adult therapy range should be 95J to 354J (adult).
- Paediatric therapy range should be 22J to 82J with paediatric prompts.
- Minimum 4 energy protocols for fast shock feature.
- Voice prompt for user-paced instruction text screen displays rescue prompts and critical information.
- Audible system alerts.
- Should be able to detect pacemaker pulse.
- Should have automatic synchronization shock feature.
- Should provide warranty for 6 years.
- Should be able to customize voice prompt, CPR settings and shock protocols via AED manager.
- Metronome for CPR compression rate.
- Should have visible indicators for ready, battery, service and pad status.
- Dimensions should not exceed (H×W×D) 3.6in×9.3in×12.3in.
- Weight should exceed 3.2kgs including battery and pads.
- Should have dust or water resistance of IP55.
- Shell life of pads should be at least 18 months from date of manufacturing.
- Pads should be disposable and non-polarized.
- Lithium battery with minimum 3 years fully operational life.
- Should be able to perform automatic self tests for electrical circuitry, AED software, Medical grade battery and Defibrillation pads.
- Should be able to store minimum 60 minutes of rescue data Internally.
- Communications should be via USB cable or USB stick.

Toothed Forceps

- Should supply with and without teeth.
- Should have Flexible arms.
- Should have good adjustment of the teeth.
- Should have good gripping of the jaws.
- Should provide with different Lengths of 14.5cm, 18cm and 20cm.
- Should Conform to ISO standard.

Scissors with round tip

Papillary Torch

Digital Thermometer

Height Measuring Scale

Weight Machine Digital

Digital BP apparatus: The equipment should be digitally interfaced with the software provided

Digital Stethoscope

Needle Burner

Laryngoscope – Adult

Laryngoscope – Paediatric

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Part 2: Vehicle Body manufacturing specification:

- **Tata 5334 Chassis, 1512 Model BS4 Vehicle with Power Steering.**
- Structure combination of MS tubular, pressed sections and under frames to have rolled M.S. Cross bearers of 75×40×6 mm C channels with longitudinal pressed sections, channel welded to cross bearers. Complete structure will be welded with MG welding, grinded and applied with epoxy primer for anti-corrosion.
- Exterior panelling for roof top 20swg GI coil sides one-piece stretch panel system in 20swg G.I sheets and lower panels of 20swg GI sheets.
- Interior panelling Aluminium Composite Panels over plywood.
- Flooring GI sheet below 12mm Densified Laminated compress marine ply wood covered with washable anti-skid vinyl matting.
- Compartments with partitions between Driver Cabin, Mammogram room, X-ray room and Path lab room (According to finalized layout as desired by the JKMSCL).
- One Driver door, One Co-driver door, one hinge type flap door at LHS side with retractable steps at Main door entrance into Mammogram room and another door at second side entrance into path lab room.
- Body side with fixed windows glasses above the wrist rail as required.
- One no. driver seat, one co-driver seat with seat belts in driver's cabin.
- External PU base paint.
- Full vehicle insulated for heat and sound, Wherever required, anti-vibration pads will be provided to control vibrations.
- One set wheel hubcaps.
- Cabling, DVD player attached with speakers.
- LED lights with switches in DC and AC as per the requirement and layout.
- All door locks and handles of sturdy type of export quality.
- Coach fans in AC 3 nos. & Dc connection 3 nos. as per the layout.
- Two no. Fog lights at front bumper.
- One furnished bench type seat with storage for examination of patient, Two revolving chair, Doctor chair and one working table cum cabinet with wash basin.
- Cabling and Side dickeys for stepney bracket, A/C compressors, DG set etc.
- AC & DC wiring for lighting/fan loads and medical equipment. Provision for external mains operation (beside Genset) will be provided.
- One no. Stainless Steel water tank of minimum 100Lts capacity to wash basin and connected with drain.
- Fitments like Number plate lights, First Aid-box, Step lights, Body width indicators, Roof top hazard lights, Rear view mirrors, Rolling type sun-visor, Night lamps, Grab handles, Mud flaps, Magazine pouch, Bottle holder, reflectors etc.
- One no. 12v Bar light with siren and PA system.
- One no. battery cut off main switch.
- Two nos. speakers connected with music player in Driver cabin.
- Three nos. fire extinguishers each of 1kg capacity is provided.

- A 5meter length PVC flexible pipe will be supplied for water drain.
- Attractive FRP front show.
- Fittings and supporting for Air-conditioners.
- Binding at ACP joints.
- Retractable awning on the left side of the van atop the roof.
- Fitment of two 1 ton split Air conditioners of 5star rated with wiring and piping.
- Provision and commissioning of one no. 30KVA Diesel Genset of Mitsubishi engine and Stanford alternator connected with engine Diesel tank. Fixing of extra anti vibration pads for reduction of vibrations of the genset.
- Provision and commissioning of 40” LED screen on tilt able holder connected with DVD player and external speakers.
- Arranging of medical equipment in the van and fixing them at their respective positions.
- Provision of 25KVA of sine wave inverter.
- Creation of 2D design, Electrical drawing, plumbing diagram and Operation Manual of vehicle.
- Lettering and Logo of the organization and its design which is provided by the us.
- Collection of vehicle chassis from our site and delivery of fabricated vehicle to our site.
- One no. water cooler of Usha make will be provided.
- One no. 80Lts capacity refrigerator will be provided.
- One no. Aqua guard fitted to water tank will be provided.
- Provision of water pump connected to water tank for filling overhead tank.
- Fitment of one no. Back up Alert-activated when vehicle is shifted to reverse.
- Provision of intercoms between Driver cabin and Examination cabin with FCT which acts as dedicated landline for the vehicle (sim card and connection will be provided by us).
- Provision of one no. Ahuja Amplifier connected with Two no. Ahuja speakers fitted on the Top of the vehicle.
- Installation of rear air suspension for the vehicle for maintaining the vehicle ground clearance.
- Provision of one no. cord less mic fitted with amplifier.
- Provision and fixing of windscreen glass along with wiper system.
- Designing and fixing of Dashboard in Drivers cabin.
- Provision of Two no. Stainless steel dust bins.
- Additional Leaf Spring for shock absorption in front suspension.

Part 3 Details of Telemedicine software to be supplied

Offline based mobile medical software:

The Objective of the project is to deliver and support us for providing services in terms of developing, commissioning and deploying the offline based mobile medical software technology platform to connect patients with specialists without the inconvenience of waiting or travelling, utilizing the mobile unit which are equipped with various medical devices and connected via the internet, and with store and forward facility when the internet is not available. The following are the modules that are required in the medical software.

1. Scope

1.1. Modules & Features:

1.1.1. Pre-Camp / Static site Preparedness

- Role & Access definition (username/pwd)
 - Admin
 - Registration staff (front office)
 - Doctor
 - Pharmacist
 - Lab technician
- Location based patient data pre-population from cloud

1.1.2. Patient Management

- Patient demographic registration
- Past history capturing
 - Allergy
 - Health condition
 - Past history
 - Family history
 - Current medical condition
 - Vitals & Clinical parameters
- Lab/diagnostic report / Order entry

1.1.3. Lab/Diagnostic automated data integration

- Select Patient registration no or Medical record no
- Acquire test results
- Automated update in patient EMR

1.1.4. Doctor module

- Patient list
- Review Report
- Comments entry
- Diagnosis entry

- Medical advice/prescription entry
- Plan entry
- Next steps
- Escalation (if required)

1.1.5. Admin Module

- Location wise patient report
- Gender/age/test wise report
- Bus wise - tests/no. of patients/ report – daily/weekly/monthly
- Donor report (as per specification)

1.1.6. Video Consultation (online)/ Store and forward

- Screen sharing
- Full patient screen mode

- Part patient/part record mode
- Offline Video reply

1.2. User Roles and Activities

Role	Environment	Actions
Admin	Browser	Data pre-populating for specific location Role based username/pwd generation
Patient registration staff/ Nurse/ Pharmacist	Android/ windows-desktop/ desktop/	New Patient Registration: To capture Demographics Past history Current complaints Current medications (if any) Lab order entry Registered patient: Status update communication Doctor advice/prescription/ distribution Further tests (if any) order entry
Lab test staff	Windows – desktop	Checks queue Selects patient Executes tests Updates EMR
Doctor	Browser/ iOS/	Reviews patient record Enters diagnosis Enters medical advice/prescription/further lab orders Escalates to other specialist Updates the status and closes patient record
MIS Staff	Browser	Status review MIS reports outputs

Technical Specification:

Database	Sql server
Web application	Dot Net with ajax
Apple Mac	Mac OS X Leopard
Tablet	iOS
Tablet	Android / Hybrid
Mobile App	IOS/Android/Hybrid
Testing	Relevant test tools that suits various OS

- Should develop a server based/ cloud-based solution, from end-to-end excluding HIMS integration.
- Relevant Digital Medical equipments where output protocols and dual interfaceable features are provided by OEMs shall be interfaced with the offline based mobile medical software provided.
Hardware Infrastructure required for operating offline based mobile medical software:

Server in each bus	One Server with capacity to handle 3000 patients data in a month
Android Phones -Volunteers	3 mobile phones per Bus for Registration
Android Phone – Pharmacist	1 mobile phone per bus to enter medicine distribution
Ipad – Doctors	3 Tablets per bus for 3 Doctors
Laptop – Lab Technician/ Paramedic	3 Laptops per bus for Lab reports management/integration
Wireless adapter for intranet connectivity	Range minimum coverage of 350 – 400 Sqft. radius

- Detailed specification of hardware is mentioned below:

Server Configuration:

- Server OS : Windows Server 2008 or later
- Processor : Intel® Xeon® CPU @ 3.1GHz(4 CPUs)- ~3.1GHz
- RAM : 8GB DDR 3 665 MHz (min.)
- HDD : 1 TB Ultra SCSI disks, 10000 RPM or higher Hot swappable
- Network Cards : 2 x Integrated 10/100/1000 MBPS Ethernet card interfaces 2 nos.
- DVD (Double Layer) Writer Drive
- SQL Server 2012
- WiFi , Bluetooth / Zigbee support

Laptop specification:

- Intel processor,
- 4GB RAM, 500GB Harddisk,
- Windows, Antivirus,
- USB ports-4, 15” display,
- Processor minimum speed 1.9GHz,
- WI-FI, internal integrated graphic card.
- Bluetooth

Tablet Specification:

- Ipad Air/Air2
- Connectivity:
- WLAN: Wi-Fi 802.11 a/b/g/n/ac, dual-band, hotspot
- Bluetooth: v4.0, A2DP, EDR
- CPU: Triple core 1.5GHz Typhoon

Android Phone:

- Network: GSM/HSPA/LTE
- Sim: Single or Dual sim
- Camera Primary: 5mMp, f/2.2, Autofocus,
- LED flash, Geo –tagging,touch focus, face detection
- Comms:
- WLAN: Wi-Fi 801.11 b/g/n, Wi-Fi Direct, hotspot
- Bluetooth: v4.1, A2DP

Note : Vehicle in which instruments are to be installed should be synchronous with the requirement of Mammography & C.R. System

Name of Project	Procurement of “ Mobile Medical Unit for Cancer Screening and Healthcare for Women ” in the State of Jammu and Kashmir.
Required Proposals	Technical Bid Financial Bid
Pre-Bid conference	Pre-bid conference shall be held to provide clarifications, if any, to the prospective bidders and also collate clarifications from bidders which would be responded to, if required, after due consideration and uploaded on the website. This conference will be held at the Jammu Corporate office of JKMSCL at 1 st Floor, Drug Store Building, Govt. Medical College, Jammu. Date: _____ Time: _____
Language in which proposals should be submitted	English
Single currency for price conversation	Indian National Rupee (INR)
Earnest Money Deposit	Rs.10.00 Lakhs (Rupees Ten Lakhs only) in the form of CDR/ FDR pledged to the CAO, JKMSCL.
Performance Security Deposit	5% of 1 st Year operation cost in the form of Bank Guarantee and to be valid up to six months after date of expiry of contract period.
Agreement period	Rate Contract shall remain in force for a period of Two years.
Bid validity period	The Bid shall be valid for a period of not less than 180 days from the opening of Technical bid “Proposal Due Date”

Managing Director,
J&K Medical Supplies Corporation Ltd.
Jammu & Kashmir

General Instructions

Before filling up of bid, kindly go through the following instructions along with term & conditions carefully so that tender shall not be considered invalid:

1. Detailed “Request for Proposal” document comprising of the detailed terms & condition can be downloaded from the website(s) - www.jktenders.gov.in and www.jkmsclbusiness.com.
2. Bids shall have to be submitted strictly as per the Terms & Conditions through e-procurement portal of Govt. of J&K www.jktenders.gov.in.
3. **Registration of bidders with JKMSCL is pre-condition for participating in bidding process failing which bids shall not be entertained. Registration of bidders shall start with uploading of Tender Document and shall close one week prior to closing date of uploading of bids.**
4. Bidders shall have to pay Rs.1, 00,000.00 (Rupees One Lack only) towards Registration fees, non-refundable, either through NEFT in the Corporation’s bank **A/C No-0373040500000032** maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no. and submission /uploading Bank transfer/deposit receipt as documentary proof along with other documents required for registration. The registration shall be under the **Group Machinery & Equipments** and shall remain valid for a period of five years, subject to fulfilment of eligibility criteria and validity of documents. JKMSCL reserves the right to cancel the registration at any point of time, if validity of any of the documents submitted for registration expires and same shall not be renewed by the concerned Competent Authority for any reasons whatsoever. Bidders already registered under the Group Machinery and Equipments need not to register again.
5. An amount of Rs.10, 000.00 (Rupees Ten thousand only), comprising of cost of Bid document as Rs.1000.00 (Rupees one thousand only) & Bid Processing fee as Rs.9000/- (Rupees Nine thousand only) shall have to be paid either through NEFT in the Corporation’s bank **A/C No-0373040500000032** maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no.
 - (i) Scanned copies of Bank transfer/deposit receipt of cost of tender document and Tender processing fee and EMD in the shape of FDR/ CDR shall have to be uploaded along with Technical Bid.
 - (ii) However CDR/ FDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/ Srinagar before the last date and time of bid submission.
6. All the Certificates/ License/ Documents which are required shall be complete and updated. Every page shall be serially numbered and indexed.
7. Average Annual Turnover statement for the last three financial years shall not be less than Rs.10.00 crores, duly authenticated by State/Centre Govt Authorities failing which bid shall

summarily be rejected. Distributors/ Suppliers/ Agents/ Loan Licensees are not eligible to participate in the tenders.

8. A Pre-Bid Meeting shall be held as per critical dates, in the Conference Hall of Jammu Corporate office of JKMSCL (J&K) to clarify various issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting, necessary modifications in tender conditions, etc., if required, can be made and shall be uploaded only on website(s) www.jktenders.gov.in & www.jkmsclbusiness.com **The same shall neither be published in any newspaper nor be informed individually. Hence, bidders are advised to keep themselves updated through these websites.**
9. Bids shall be submitted after Pre-Bid meeting incorporating the modifications, if any.
10. Only the authorized signatory of the firm shall be entertained for correspondence with the department/ corporation regarding this tender issue.
11. The bidder shall have to get their self updated with the date & time fixed for Pre-bid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done after the approval of the competent authority. Bid should be submitted through e-portal www.jktenders.gov.in after pre-bid meeting including all the clarifications/ modifications/ amendments.
12. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
13. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall be rejected.
14. *If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following pre-bid meeting or any other information, the same shall also be uploaded on the websites mentioned above.*
15. **Important Note : No representation shall be allowed, accepted and entertained after the Pre-bid meeting. Bidders are requested to submit their queries/clarifications in advance so that the same can be discussed and clarified during the Pre-bid meeting.**

**Authorized Signatory means a person duly authorized by the competent authority viz., MD/ Chairman/ Proprietor/ Board of Directors/ Partner through Power of Attorney to sign on behalf of the firm/ company, pledged before the Hon"ble Court of Law.*

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Information to prospective bidders regarding On-line Bidding

1.	The tender document can be downloaded from web site www.jktenders.gov.in . Detail of this tender notification and pre-qualification criteria can also be seen in NIT exhibited on website www.jkmsclbusiness.com .	
2.	Tenders are to be submitted online through e-Procurement portal of Govt. of J&K www.jktenders.gov.in .	
3.	Registration of bidders with JKMSCL is mandatory for participating in bidding process. Registration of bidders shall start with uploading of Tender Document and shall close one week prior to closing date of uploading of tender.	
4.	Last date & time for downloading of tender document:	22.05.2017 upto 14.00 hrs
5.	Date of Pre-Bid Meeting:	26.04.2017 at 11.00 hrs
6.	Last date and time of submission of online bids:	22.05.2017 upto 16.00 hrs
7.	Date and time of Opening of Technical bids:	23.05.2017 at 11.00 hrs
8.	Physical submission of documentary proof of remittance of Tender Fee, Tender Processing Fee & EMD at the Office of Tendering Authority: MD, JKMSCL.	

Instruction to Bidders for On -line Tendering (e-tendering)

1.	The bidders who are interested in bidding shall participate through e- Procurement portal of Govt. of J&K www.jktenders.gov.in .
2.	Bidders who wish to participate in this tender will have to register on www.jktenders.gov.in (bidders already registered need not to register again). To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any MMU approved certifying agency. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
3.	Bidder shall submit their bids on-line. Scanned copy of transfer/deposit receipt for Tender fee & Tender Processing Fee and CDR/ FDR shall also be uploaded along with online bid. However transfer/deposit receipt for Tender fee & Tender Processing Fee, CDR/ FDR for EMD shall have to be submitted, in original, in the office of Tendering Authority before due date and time of submission of e-bids.
4.	Before uploading the bid, it shall be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
5.	Bidders are also advised to refer “Bidders manual” available under “Downloads” section for further details about the e-tendering process.

Managing Director,
J&K Medical Supplies Corporation Ltd.
Jammu & Kashmir

**Declaration Form
(Notarized)**

I/ We.....(Name of Bidder) having our office at.....(Address of Bidder) do declare that I/ We have read all the Terms & Condition of the tender invited by the JKMSCL for procurement of **Mobile Medical Unit for Cancer Screening and Healthcare for Women** in J&K for the contract period and agree to abide by all the Terms & Conditions set forth therein.

I/ We declare that we are participating in this tender in the capacity of..... (Manufacturer/ fabricator/ consortium). I/ We enclose valid Manufacturing license/ Acknowledgement /Memorandum/ IEM /Import license along with Authorization by Foreign Principal (wherever applicable).

I/ We further declare that the rates offered by us shall remain valid for the entire period of the contract and in case my/ our firm/ company(ies) has quoted/ provided rates lower than the rates quoted/ finalized in JKMSCL elsewhere within Union of India, I/ We do further declare that we shall charge/ provide the supplies at lower rates (minimum within the Union of India). I/ We enclosed the following documents as per details given against each:

S.No.	Particulars	Submitted – Yes / No.	Page No.
1.	Earnest Money Deposit		
2.	Documentary evidence regarding Consortium/ Company/ Firm/ Association of Persons/ Associated Concerns.		
3.	Attested Photocopy of Acknowledgement of EM-II for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit.		
4.	Central Excise registration certificate, if applicable		
5.	Import Licensee & license for sale (authorization letter of Principal Company), if applicable		
6.	BIS License with schedule for ISI marked products quoted, if applicable		
7.	ISO & CE/ BIS/ USFDA certificate for quoted Items as mentioned in Tender catalogue.		
8.	Average Annual Turnover certificate of last 3 financial years certified by Central Excise Department/Assessing Authorities of State/Central Government.		
9	Sales Tax/VAT clearance certificate upto March 2016		
10.	Copy of TIN No.		

S.No.	Particulars	Submitted – Yes / No.	Page No.
11.	Duly signed Tender catalogue in Original		
12.	Declaration form duly signed & notarized – Annexure ‘A’		
13.	Original Tender Terms & Conditions duly signed by the bidder – Annexure ‘B’		
14.	Bill of Quantity(BOQ)- Annexure ‘C’		
15.	Certificate regarding quoted model is latest technology – Annexure ‘D’		
16.	Certificate regarding rate reasonability - Annexure ‘D’		
17.	Undertaking for availability of Spare Parts & Consumables – Annexure ‘D’		
18.	Undertaking for acceptance of Comprehensive Guarantee - Annexure ‘D’		
19.	Undertaking of black listing & banning - Annexure ‘D’		
20.	Statement of Installed Manufacturing Capacity- Annexure ‘E’		
21.	Statement of Past Supplies and Performance - Annexure ‘F’		
22.	Statement of Plant & Machinery etc. - Annexure ‘G’		
23.	Pre-stamp receipt - Annexure ‘H’		
24.	Format of DIC with in Affidavit of Rs. 10/- Annexure ‘I’		
25.	Statement No. I & II regarding Supply Performance Status - Annexure ‘J’ & ‘K’		
26.	CMC on Rs. 100/- Non Judicial Stamp - Annexure ‘L’		
27.	Tri-partite Agreement on Rs100/- non judicial stamp paper (Affidavit) Annexure M		
28.	Memorandum of Appeal – Annexure ‘N’ (Not to be uploaded along with the Bid)		
30.	Verification by Deponent - Annexure ‘O’		

Note:

- 1.) Please mention page number before submitting the tender.
- 2.) Documents submitted at the time of registration of firm need not to be re-submitted. Documents which are renewed/ re-validated shall be uploaded at the time of submission of technical bid.

Date:

Place:

Name and Signature of Bidder with Seal

Terms & Conditions of Tender and Contract

Bidder should read these terms & conditions carefully and comply strictly while submitting their tenders. If a bidder(s) has any doubt regarding the terms & conditions and specifications mentioned in the tender notice/ catalogue, he shall immediately refer these to the MD, JKMSCL and obtain clarifications through e-mail at gmjjkmscl@gmail.com, mdjkmscl1@gmail.com, jkmsclepm@hmail.com or jkmsclj@gmail.com prior to submission of bid/ during pre-bid meeting. Decision of the MD, JKMSCL shall be final and binding on the bidder(s). The clauses of terms & conditions are as follows:

General Terms & Conditions:-

1. E-Tender (including both Technical as well as Financial bid) shall be uploaded on the web-portal www.jktenders.gov.in.
2. Only Vehicle/ MMU manufacturing units (four or more than four wheels)/ Fabricators/ Consortium [up to three partners in which at least one has to be vehicle manufacturer/ one fabricator] who are holding valid Manufacturing/ fabricating license with average annual turnover of not less than Rs.10.00 Crores, during the preceding three year are eligible to participate in the Tender. In this regard:
 - a) Annual turnover of all members of the consortium shall collectively be considered.
 - b) Consortium agreement should specify the lead partner and joint and severe responsibility of all members.
 - c) Consortium agreement should be valid and alive till conclusion of the contract under this tender.
3. Bidder should submit duly attested and notarized copies of following documents at the time of registration:
 - i. In case, bidder is applying as a Consortium/ Association of Persons/ Associated Concern, documentary evidence in support of the same, specifying the lead partner/ member and other partners/ members.
 - ii. Registration with Central Excise Department, if applicable, as per provisions of Central excise Act. The Industries situated in excise free zones will be exempted from the registration with the Deptt. of Central Excise provided they produce the copy of appropriate notification.
 - iii. In case of imported Equipments and Instruments, Import License & License for Sales issued by concerning licensing authority (authorization by Foreign Principal), if applicable.

The bidder shall furnish notarized attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed/ valid up to date and the items quoted shall be clearly highlighted in the license and clearly legible.

- iv. Acknowledgement of EM-II issued by District Industrial Center with an affidavit under Rules in respect of stores for which they are registered.
- v. BIS license renewed up to date with respective schedule for ISI Marked quoted items, if applicable.
- vi. ISO Certificate, if applicable.
- vii. BIS/ CE/ USFDA/ Govt. of India Lab Certificate or Govt. of India Approved Lab Certificate for quoted Items as mentioned in Tender Catalogue.
- viii. Average Annual Turnover Statement for past three financial years certified by Central Excise Department/assessing Authorities of State/Central Government.
- ix. Audited Balance Sheet & Profit & Loss Statement for the preceding three financial years certified by State/ Centre assessing Authorities.
- x. Latest Commercial/ Sales Tax clearance certificate (upto March 2016) from the Commercial Tax Officer of the circle concerned from where supplies shall be affected
- xi. Undertaking/ Declaration- regarding installed manufacturing capacity, quoted item model is of latest technology & have not been out-dated shall be submitted jointly on Non Judicially stamp paper of Rs.100/-(Notarized) (Annexure “D”)
- xii. Product Catalogue
- xiii. List of Plant & Machinery, Staff, Factory Area, etc. on non-judicial stamp paper of Rs.100/- (Notarized) (Annexure “G”)
- xiv. Bidder shall have to submit all the relevant documents for Sister Concerns/ Group Companies/ Consortium also.
- xv. **Non conviction/non debarring/non blacklisting declaration to be pledged before 1st class Magistrate to be issued within Union of India.**

Note: Documents submitted by the intended bidders at the time of registration of firms/ company(ies) are not required to be uploaded again at the time of submission of bids. Bidders shall submit the bid document in Physical form. Moreover hard copy is to be submitted one day before the opening of technical bid. Hard copy is for reference of uploaded document only.

Documents which are not uploaded shall not be considered for reference. However documents submitted at the time of registration needs not to be resubmitted and shall be considered during evaluation.

4. Bidder should submit following along with Technical bids:

- i. Scanned copy of transfer/deposit receipt for Tender fee & Tender Processing Fee and CDR/ FDR for EMD shall have to be uploaded at the time of bidding. However, transfer/deposit receipt and CDR/ FDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/ Srinagar before the last date and time of bid submission.
- ii. Notarized Registration certificate issued by the JKMSCL.
- iii. Declaration regarding point of supply with full address signed by the Bidder & Notarized.
- iv. Undertaking/ Declaration- regarding rates are reasonable & services are not provided at lower rates to anyone than charged from JKMSCL, Non-Black Listing & Non-Banning & availability of spare parts and consumable for the quoted equipment for at least 10 years from the date of installation must be submitted jointly on Non Judicially stamp paper of Rs.100/- (Notarized) (Annexure “D”).
- v. Tender should not be submitted for the quoted product/ products for which the Firm/ Company has been blacklisted/banned either by Tender inviting Authority or Govt. of J&K or by any other State/ Central Govt. and its agencies. This also applies to the Firm/ Company for its allied/ sister firms and units.
- vi. Bidders are also required to upload renewed/ revalidated documents, wherever applicable, in respect of documents submitted at the time of registration

Note: -

- (A) All above mentioned documents duly notarized/ attested by Notary public must be submitted. Un-attested/ Un-notarized copies of such document shall not be considered valid and shall liable to get rejected.
- (B) All attested document must be submitted in English language. If documents are not in English, same should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
- (C) Other than Commercial/ Sales Tax Clearance Certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
- (D) Bids without following documents shall not be considered responsive:
 - (i) Tender Fees and processing fee.
 - (ii) EMD

5. Duly filled Financial Bid, **BOQ only**, giving rates for Quoted items shall be submitted. Bidders shall strictly refrain themselves from uploading BoQ along with Technical Bid or submitting the same in the corporate office of JKMSCL failing which bid shall be summarily rejected.

Note:

- (A) If any item in catalogue has different sizes, lengths, strength & sub group etc., Rates of each size, length, strength and sub-group must be filled.
 - (B) **VAT or CST** should be mentioned clearly & separately.
 - (C) If the **VAT or CST** is exempted it should be specified.
 - (D) The bidder who has quoted excise “NIL” in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
6. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by JKMSCL on the details furnished by the Bidder in Technical bid, in compliance of Tender terms & conditions.
7. (i) In event of Tender being submitted by proprietary firm tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the tender must be signed by authorized signatory as the manner laid in the Articles of Association.
- (ii) Any change in the Constitution of the Firm/ Company shall be notified forthwith by the bidder in writing to the JKMSCL and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner(s) shall be accepted in the Firm by the bidder in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit with the JKMSCL a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

8. Earnest Money:

- (i) Tender shall have to be accompanied with an Earnest Money Deposit of Rs.10.00 Lakhs (Rupees Ten Lakhs only) without which tenders will not be considered as valid. EMD shall be in the form of CDR/ FDR duly pledged in favour of CAO, JKMSCL. Scanned copies of CDR/ FDR shall have to be uploaded along with Technical bid and shall have to be deposited, in original, at the corporate office Jammu/ Srinagar of JKMSCL before the last date and time of bid submission. **Earnest Money Deposit in any other form will not be accepted.** The tenders submitted without sufficient EMD shall summarily be rejected.
- (ii) **Refund of earnest money:** The earnest money of unsuccessful Bidder shall be refunded soon after finalization of the tender. Bidder has to produce a Pre stamp receipt (annexure “H”).

- (iii) The earnest money/ security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed shall not be adjusted towards earnest money for the fresh tenders. The earnest money may, however, be taken into consideration in case tenders are re-invited for the same item.

9. Forfeiture of Earnest Money:

The earnest money shall be forfeited when the bidder:

- (i) Withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- (iii) Fails to deposit the security money after the supply order is given.
- (iv) Fails to commence the supply of the item as per supply order within the time prescribed.
- (v) Fails to submit samples of quoted item on demand or extended time by competent authority on the request of the Bidder.
- (vi) Violates any terms & conditions of the tender document.

10. Preferential Treatment:

It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.

11. Guarantee Clause:

- (i) Comprehensive guarantee period (except consumables) for at least three years on AC, Vehicle, and five years for Medical equipment/ all assemblies and other equipments from the date of delivery of the MMU.
- (ii) Guarantee shall have to be given that the Tenderer shall during the guarantee period replace parts if any and remove the manufacturing defect if found during the above period so as to make the mobile medical unit operative. The Tenderer shall also replace the defective part which cannot be put to operation due to manufacturing defect etc.
- (iii) In case of mobile medical unit specified by the JKMSCL the Tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and the equipments whether under their annual maintenance and repairs contract or otherwise. In case of change of model he shall give sufficient notice to the Purchase Officer who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.
- (iv) JKMSCL may adopt, as deemed fit, CMC as per Comprehensive Equipment Maintenance Programme of Govt. of India.

12. Marking : All non-consumable articles (except glass or imported articles) like instruments, equipments and others accessories etc. shall be embossed with "JKMSCL Supply "and

Logogram or as mentioned in supply order in English without which the supply shall not be entertained.

In case, any item supplied by the approved firm does not conform to the required standard, the payment there of, if received by the supplier shall have to be refunded to the indenting officer/ JKMSCL. The supplier shall not have any rightful claim to the payment of cost for sub-standard supplies which are consumed either in part or whole pending receipt of laboratory test.

13. Rates and Comparison of Rates:

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the contract and must be offered conforming to the following:

- (i) Comparison of Rates: In comparing the rates tendered by firm outside J&K and those in J&K but not entitled to Price Preference under the Rules, the element of J&K VAT or CST shall be excluded whereas that of Central Sales Tax shall be included.
- (ii) While comparing the rates in respect of firms within J&K, the element of J&K VAT or CST shall be included.
- (iii) Delivery should be given as directed by JKMSCL situated at different places in J&K in reference to clause (1) of the "Scope of Work" and rate must be quoted accordingly. JKMSCL will pay no cartage or transportation charges.
- (iv) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties etc. charge on the product except *VAT or CST*. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (v) Only *VAT or CST* and surcharge if applicable shall be paid over net rate.
- (vi) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in the Financial Bid. In the event of any subsequent variation (increase or decrease) in excise duty and *VAT or CST* by the government (State or Central) the same shall be modified accordingly.
- (vii) If the prices of item found same from two or more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by JKMSCL.
- (viii) Bidder shall exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/ extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. shall not be entertained on account of whatever reasons may be.
- (ix) Bidder shall sign with seal on every page of the tender form and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the tender and return the same

along with tender. He should also sign at the bottom of each page of the original tender catalogue, Non-receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.

- (x) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

Note:

- a) **Bidder shall not make any change in the BoQ.**
- b) Specification in Financial Bid should not be differ from the original tender catalogue specification, otherwise tender may liable to be rejected.

14. Applicability of Taxes:

Only one kind of the sales tax shall be payable whether J&K *VAT or CST* or Central Sales Tax depending on the relative station of supply as the case may be.

15. Demonstrations:

The tender shall have to demonstrate the positioning, technique, procedure and utility of equipments as per specification of tender document before the technical panel constituted by the JKMSCL at the time of finalization of rate contract at JKMSCL and site of manufacturer or supply point or/ and at the time of commissioning at the end-user site to the satisfaction of the panel.

16. Security Deposit & Agreement:

- (i) All firms whose offers are accepted will have to deposit a security equal to five per cent (5%) of the total value of approximate quantity as per tender catalogue in favour of CAO, JKMSCL at the time of agreement. The security amount shall in no case be less than the earnest money.
- (ii) The earnest money of successful Bidder shall be adjusted toward Security Deposit (SD) and balance shall be given in the form of CDR/ FDR/ Bank Guarantee favouring CAO, JKMSCL.
- (iii) The security shall be refunded after six months from the date of expiry of the contract or satisfactory completion of contract, whichever is later and after satisfying that there are no dues outstanding against the Bidder.
- (iv) It is to be noted that previous earnest money/ security deposit, on account any previous tenders, even if lying in JKMSCL, shall not be considered towards this contract and therefore fresh security deposit should be furnished.
- (v) The supply orders shall only be placed after deposition of appropriate amount of Security Deposit (SD) and its adjustment orders by the Corporation.
- (vi) The department will pay no interest on security deposit/Earnest money deposit.
- (vii) Successful Bidders shall have to execute an agreement on a Non Judicial Stamp Paper Rs.100/- (as mentioned in Offer letter) in the prescribed form with the JKMSCL and deposit security for the performance of the contract within **15 days** from the date of

acceptance of offer/ LoI communicated to him through e-mail/ fax/ courier, etc. whichever is earlier. However, JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement. The validity of rate contract under this agreement shall be for a period of one year from the last day of the month of agreement execution.

- (viii) The Bidder shall furnish the following documents at the time of execution of agreement:-
- a) Notarized copy of Partnership Deed in case of Partnership Firms.
 - b) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - c) Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - d) Registration issued by Registrar of Companies, Govt. of India in case of Company(ies) registered under the Companies Act, 1956/ 2013.
 - e) Comprehensive maintenance agreement, if applicable.
- (ix) Rate Contract shall remain in force for a period of two years subject to review by the Health & Medical Education Deptt., J&K. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to forfeiture in full or part by JKMSCL and decision of MD, JKMSCL shall be final.
- (x) Security Deposit (SD) amount shall be withheld against the security of supplementary Comprehensive Maintenance Agreement (CMA). If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under different clauses or any other recovery from this security deposit.

17. Supply Orders:

- (i) (a) All the supply orders will be placed directly online to the successful bidders by JKMSCL besides through registered post or e-mail or any other communication media and the date of dispatch or communication, will be treated as the date of order. Supply period shall be 60 days for the first supply order from the date of purchase order including for preparation of prototype/ sample and its approval.
- (b) Termination for default: The right to cancel the supply order rests only with the MD, JKMSCL.
- (ii) The supply commitment may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the department for the placement of supply orders in addition to commitments, taking also in view the requirement of department.
- (iii) The quantity indicated in the catalogues/ BoQ are mere estimates and are intended to give an idea to the prospective Tenderer to enable them to decide whether they shall undertake to supply the article to JKMSCL on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of JKMSCL to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is

further made clear that JKMSCL does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity shall be entertained and shall not be acceptable as a ground for non-supply on the quantity indented.

18. Submission of Return and Contract Completion Report:

(a) Submission of Return:

The firm shall furnish consolidated statement of supplies made, in enclosed formats to each consignee(s) in statement No.1 (annexure 'J') to JKMSCL by 10th of each month duly verified by the consignee(s). Every time the statement

should contain details of all orders placed under the contract. Please note that if statements are not submitted in time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms shall have to submit consolidated statement No.II (annexure 'K') in duplicate at the end of Rate Contract as well as after expiry of material guarantee period (as provided in guarantee clause of the contract) to enable the Corporation to examine the case for refund of security money. The consignee shall submit every month verified copy of statement along with his comment to the JKMSCL for monitoring of receipt of supplies.

(b) Submission of Contract Completion Report:

- (i) The consignee should submit the consolidated contract completion report in the prescribed statement against order to the JKMSCL.
- (ii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of JKMSCL for taking action against the contractor/ supplier. Intimation to the contractor/ supplier shall also be sent by the consignee immediately just after noticing such defects in material/ performance in such a manner, so as to reach in the office of the firm immediately and before completion of guarantee period. Any delay in taking action shall be viewed seriously by the corporation.

19. Terms of Payment:

- (a) Payments shall be paid centrally from the JKMSCL's corporate office.
- (b) No advance payments towards cost of items shall be made to the bidder.
- (c) 90% Payments shall be processed only after the receipt of Satisfactory Certificate in terms of installation, commissioning of Equipments etc. by end-user institute, to be issued by the team of Technical Experts constituted by the Corporation for the purpose, duly authenticated by Head of the end-use Institution(s) along with the bill. Installation/

commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment.

- (d) In case of delayed supplies, deduction of liquidated damages as per provisions shall be made from payments. The firms shall have to seek time for extension from the JKMSCL before executing delayed supplies.
- (e) *Rest 10% payment will be made against the 5% bank guarantee amount of the total value of the supply order which will be released after guarantee period.*
- (f) Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
- (g) All bills/ invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.

20. Liquidated Damages:

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages, recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply :-

S. No.	Delay	Penalty (as %age of Value of Stores)
(a)	Delay up to 1/4 th period of prescribed Delivery Period	2.5%
(b)	Delay exceeding 1/4 th but not exceeding 1/2 of prescribed delivery period	5%
(c)	Delay exceeding 1/2 but not exceeding 3/4 th of prescribed delivery period	7.5%
(d)	Delay exceeding 3/4 th of prescribed period	10%

- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to MD, JKMSCL, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released only after sanction of extension in delivery period by MD, JKMSCL. **However, mere applying for extension does not mean that extension shall be granted. It shall be discretionary on part of JKMSCL taking into account the reason(s) for delayed supply.**

- (vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.
- (vii) If the Bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e., Bidders) account and risk only with the prior approved from MD, JKMSCL. The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder.
- (viii) The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in vogue.

21. Recoveries:

- (i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under the law in vogue.
- (ii) Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the corporation, can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of MD, JKMSCL regarding authenticity of sum payable shall be final.

22. Inspection

- (i) **Pre-Inspection of MMU by the Tenderers:** The Tenderer should satisfy themselves that the MMU are in accordance with the terms of the contract and fully conform to the required specification by carrying out a thorough pre-inspection either personally or by a team of Technical experts constituted for the purpose, as deemed fit by the MD, JKMSCL including shower test of each lot of the MMU before actually tendering the same for inspection to the Inspection Committee nominated under the terms of Contract. Such precaution on the part of the Tenderer minimizes the chances of rejection and the consequences thereof.
- (ii) **Pre-Dispatch Inspection by Inspection Committee:**
 - a) The MMU on no account be delivered without getting each and every MMU inspected and issuance of Inspection notes/ recommendations by the Inspection Committee nominated by the JKMSCL for the purpose after the issuance of Supply order.

b) The Tenderer shall allow all reasonable facilities and free access to his works and records to the Inspection Committee. The Inspection Committee shall have to satisfy that the MMUs are being and/ or have been fabricated in accordance with the contract requirements. For the aforesaid purpose, it may require the supplier to make arrangements for inspection and/or testing of the supplies or any part thereof or any material at his premises or at any other place specified by the Inspection Committee. The samples, all materials, tools, labour, testing equipment and assistance which the Inspection Committee may demand of him to verify the conformity of the MMUs to the quality requirement etc. will be provided without any extra charge.

Inspection by a committee with regard to manufacturing capacity & availability of infrastructure prior to acceptance offer may be undertaken by JKMSCL. In case of any deviation is found in tender submission and conclusion of inspection by committee aforesaid, the offer of tenderer may not be considered.

c) The Tenderer should ensure that MMUs found satisfactory by the Inspection Committee have been properly and legibly marked “Inspected by Technical Expert & found Satisfactory” and duly signed by the Technical committee.

(iii) Post-Dispatch Inspection (on site of end-user):

The Technical committee constituted for the purpose shall re-inspect the MMUs with mark “Inspected by Technical Expert & found Satisfactory” and issue the ‘Satisfactory’ certificate to the Corporation for further action.

(iv) Periodic Inspections:

The Technical committee constituted for the purpose, if deemed fit, shall carry out periodic inspection of MMUs at random basis.

23. Packing & Insurance:

- (i) The MMUs shall be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges shall have to be borne by the supplier and JKMSCL shall not be required to pay any such charges, if incurred.
- (ii) In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee’s store, if it so likes.
- (iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.

Rejection:

- (i) Articles not as per specification/ or not approved shall be rejected by the Corporation and shall have to be replaced by the supplier firm at its own cost within the time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of MD, JKMSCL as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub- standard/ spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) If, however, due to exigencies of Government work/ interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/ replace defects in portion of such defective material. The prices fixed by MD, JKMSCL shall be final.
- (iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Security money as per condition no. 24). Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- (vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, provided the firm has deposited required security deposit as per contract.
- (vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

24. Parallel Rate Contract:

The corporation may also execute parallel rate contract to with more than one firm for each item on the lowest approved prices on the same terms & conditions, if the original lowest one each not in a position to supply material as per department's requirements.

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders for which consent may be taken from L2, L3, etc. to match their rates with L1 on the similar terms and conditions & enter into the agreement accordingly.
- (ii) Orders will be placed with lowest-1 (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii) After the conclusion of Financial Bid opening, the lowest offer of bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate/ L-1 supplier for which the tender has been invited.
- (iv) The bidder declared as L-1 supplier shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount of performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v) JKMSCL shall inform the L-1 rate to the eligible bidders for Financial Bid opening, inviting their consent to match with the L-1 rate for the item/ items quoted by them and the Bidders who agree to match L-1 rate on the same terms and conditions, shall be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).
- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the capacity declared in the tender documents and the delay would occur in executing the order, shall inform the JKMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuance from the JKMSCL, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii) If the L-1 supplier has failed to supply/ intimate JKMSCL about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, JKMSCL may also place purchase orders with the Matched L-1 bidders for purchase of the items provided such matched L-1 bidders has executed necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such Bidder is eligible for the placement of purchase orders for the item quoted by them.

- (ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.
- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.
- (xi) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify JKMSCL, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due/payable to the supplier.
- (xii) The supplier shall supply the entire ordered quantity as per supply schedule as per clause 25 including installation from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for JKMSCL, the supply should be completed by 5.00 p.m. on the next working day.

25. Validity of Tender:

Rate Contract shall remain in force for a period of two years subject to review by the Health & Medical Education Deptt. J&K.

26. Price Escalation:

Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this tender or agreement. However, the provisions provided for tax variations are exclusive to this clause.

27. Subletting of Contract:

Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the MD, JKMSCL shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

28. Fall Clause:

- (i) The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he

shall forth with notify such reduction to the MD, JKMSCL and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. It implies that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.

- (ii) The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days to JKMSCL. Similarly, if parallel rate contract holding firm reduced its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.

29. Modifications

JKMSCL reserves the right to relax or change/ modification in terms and conditions including scope of work in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from the Board of Directors of JKMSCL, J&K as the case may be. However, basic conditions of the agreement shall not be modified.

30. Right to Accept and Reject any Proposal

JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.

JKMSCL will have the right of rejection of all or any of the bids without assigning any reason for the same. The right to conclude parallel rate contracts with another firm is also reserved by the MD, JKMSCL.

31. Award of Contract and Agreement

On evaluation of technical and financial parts of proposal and decision thereon, the selected bidder shall have to execute an agreement with the Government within 15 days from the date of acceptance of the bid is communicated to him. This RFP along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit Performance security as mentioned in the proposal above.

32. Responsibility of Bidder

- 1) Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- 2) (a) Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices.
(b) Observance of sound management practices, employing appropriate advanced technology and safe methods.
(c) In respect of any matter relating to the agreement, always act as faithful partner to the Government and shall all times support and safeguard the Government's legitimate interests in any dealing with the contracts, sub-contracts and third parties.
- 3) Shall not accept for his own benefit any commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.
- 4) Bidder is required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means misrepresentation of facts in order to influence implementation process of the project in detriment of the Government.
- 5) Strict adherence to the stipulated time schedules for various activities.
- 6) Maintenance of fully equipped MMUs as per the vehicle manufacturers maintenance schedules throughout the life of the agreement to prevent any structural or functional deterioration of the assets.

33. Operation and Maintenance

During the "Agreement" Period, the bidder shall comply with the provisions of this "Agreement", applicable Laws and applicable Permits, and conform to Good Industry Practice. The obligations of the bidder hereunder shall include:

- a) Carrying out periodic preventive maintenance of MMUs/ equipments;
- b) Undertaking routine maintenance to ensure undisrupted operation of the services;
- c) Undertaking major maintenance such as MMU repairs (as per vehicle manufacturers recommended maintenance schedules) and other equipments;

34. Statutory Compliance

The bidder is responsible for the compliance of the statutory requirement under any law in force. The bidder shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.

35. Investment and Ownership

Non-consumable items shall become assets of the project which will have to be handed over to the Directorate of Health Services, Jammu/ Kashmir on termination/ completion of the project. Proper records of such assets will be maintained in the project accounts by the bidder.

36. Termination/ Suspension of Agreement

- (a) JKMSCL may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension--
- (i.) Shall specify the nature of failure, and
 - (ii.) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- (b) JKMSCL after giving 15 days clear notice in writing expressing the intention of termination by stating the ground/ grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
- (i.) If the service provider do not remedy a failure in the performance of his obligations within 45 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
 - (ii.) If the service provider becomes insolvent or bankrupt.
 - (iii.) If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
 - (iv.) If, in the judgment of the JKMSCL, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

37. ARBITRATION

38.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the State of Jammu and Kashmir and the laws of India as applicable to the State of Jammu and Kashmir.

38.2.1 Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively “dispute”) by giving a written notice to the other party, which shall contain

- i. a description of the dispute
- ii. the ground for such dispute
- iii. all written material in support of its claim

38.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 38.2.1, furnish:

- I. Counter claim and defences, if any, regarding the dispute; and
- II. All written material in support of its defences and counter claim

38.2.3 Within thirty days of issuance of notice by any party pursuant to para 38.2.1 or para 38.2.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.

38.3 Dispute Resolution: Besides, as referred above in para 38.2.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose

decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.

Note: - Small grievances regarding interpretation of any clause of the Contract / Agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification and such interpretation(s) given shall not become subject matter for reference to Arbitration.

38. Compliance with the Code of Integrity and No Conflict of Interest:

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

39. Conflict of Interest:

Bidders participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- e. The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the

bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or

- f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or services that are the subject of the bid; or bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in charge/consultant for the contract.

Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.

40. Situations leading to Disqualification of bidders

- (i.) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.
- (ii.) Supplier may be disqualified, banned or suspended from business during the rate contract if :
 - a) fails to execute a contract or fails to execute it satisfactorily ;
 - b) no longer has the technical staff or equipment considered necessary ;
 - c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
 - d) The firm is suspected to be doubtful loyalty to state.
 - e) The State Bureau of Investigation (SBI) or any other Investigating agency recommends such a course in respect of a case under investigation.
 - f) MD, JKMSCL is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
 - g) If any certificate/ documents/ information submitted by the bidder found to be false/ forged/ fabricated/ vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
 - h) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/ items for certain or uncertain period.

41. Single bidder

Although JKMSCL will do it's best to encourage the participation of multiple parties for the tender, however in the case of a single bidder, Competent Authority can take a decision of awarding the contract due to the nature of the service being that of emergency services and affecting the lives of the citizens of the State subject to the reasonability of rates in comparison with the mammography van with same specifications under operation within the Union of India.

42. No Action on the letter head of the Bidder/firm regarding any complaints against the Corporation will be taken unless the letter head bears the signature of the Bidder or the Authority higher than the bid signatory of the firm.
43. (i) Any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
44. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto.
- 45. Jurisdiction:**
All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in Jammu and Kashmir only.
Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
46. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
47. The contract of supply can be repudiated at any time if the supplies are not made to the satisfaction of the end user department.
48. The tenderer should sign all the documents to be uploaded in acceptance to the terms & conditions of tender and the agreement.
49. Remittance charges on payment made to the firms will be borne by the suppliers.
50. No advance payment will be made except in very rare and special cases for which reasons will have to be recorded. In case of disputed items 10 to 25 percent of the amount shall be withheld and will be paid on settlement of the dispute in terms of the award granted. Progressive payments, if agreed to will be made according to the terms entered in the agreement.
51. The validity period and the delivery period can be extended, if mutually agreed to.
52. Direct or indirect canvassing on the part of tenderers or their representative will disqualify their

tenders.

53. No railway receipt will be accepted by V.P.P.

54. No conditional tenders shall be accepted.

55. Modification/ withdrawal of bids

Modification/ substitution/ withdrawal by the bidder in the proposal are permitted only before the closing date and time of submission of bids.

56. Saving Clauses

In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement.

The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:-

- Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- Has informed the other party as soon as possible about the occurrence of such an event.

57. Force Majeure:

- (a) **Mobile Medical Unit for Cancer Screening and Healthcare for Women** as being emergency response services, the bidder shall not be allowed to suspend or discontinue supply during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to MMU vehicles or any of the Project Facilities or non-availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of MMUs, a suspension of or failure to provide Emergency Services on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Agreement without any termination payment being made in respect thereof.
- (b) On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Department may give instructions to the bidder, in such circumstances, the bidder shall comply with such instructions and will be excused from adherence to relevant performance standards.
- (c) The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure,

provided that the party affected by such an event:-

- a. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- b. Has informed the other party as soon as possible about the occurrence of such an event.

58. Applicability of Clauses:

All the clauses from 1 to 51 and their annexure, formats & enclosures are applicable for the tendered items and forms an integral part of the RFP.

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

I/ We have read the above terms and conditions and I/ We agree to abide myself/ ourselves by the above terms & conditions of the tender document.

Signature of Bidder with seal

Qualification Requirements

Bidder can be a Company (Bidding Company) or a Registered Society or Proprietorship firm or a Partnership firm (Registered). Short listing of Bidder will be based on meeting the Qualification Requirements as specified below:-

Who are Eligible for Participation

- (i) Companies incorporated under the Company's Act, 1956 are eligible on standalone basis.
- (ii) A foreign company can also participate on standalone basis. But before signing the agreement it will have to form an Indian Company registered under the Company Act, 1956.
- (iii) Societies registered under Societies Act as well as Income Tax Act, 1961.
- (iv) Proprietorship firm,
- (v) Partnership firm (Registered)
- (vi) Consortium up to three members is allowed.

Note- Limited Liability Partnership (LLP) is not eligible for participation in this bid.

- Only Vehicle/ MMU/Ambulance manufacturing units (four or more than four wheels)/ Fabricators/ Consortium [up to three partners in which at least one has to be vehicle manufacturer/ one fabricator] who are holding valid Manufacturing/ fabricating license with average annual turnover of not less than Rs.10.00 Crores, during the preceding three year are eligible to participate in the Tender. In this regard:
 - a) Annual turnover of all members of the consortium shall collectively be considered.
 - b) Consortium agreement should specify the lead partner and joint and severe responsibility of all members.
 - c) Consortium agreement should be valid and alive till conclusion of the contract under this tender.
- The key personnel, as given by the bidder in the technical proposal should not change during the tenure of the contract, without prior approval of the JKMSCL.
- Certificates from the organizations to whom supplies have been made in past needs to be submitted along with the proposal with the name & mobile number of signing authority (The details of signing authority may not require in case certificate issued by designated authority from Health & Family Welfare of any State/ Govt. of India). Certificates cannot be more than 1 Year old from date of application and project completion date should be 6 months earlier than application date.
- Bidder should have ability to train the personnel to be employed for implementation of the project

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Eligibility Criteria:

The applicant shall fulfill the following criteria:

- Having at least 3 years of experience in relevant field.
- Having an average annual turnover of not less than Rs.10 crore for preceding three financial Years from similar type of business.

(i) Documentary evidence for the above criteria is must.

Note: For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees value shall be calculated using bills selling exchange rates (card rate) USD/ INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidders banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

(If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account).

The bidder shall be deemed to have been satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/ question in writing at least a week before the Pre-Bid Conference.

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Evaluation of Proposals

Financial Proposal

Financial proposal comprises of –

- A.) Capital Cost for procurement of one No. of MMU (Chassis), retrofitting (fabrication) including supply and fitment of healthcare equipments as mentioned under Scope of Work and as per specifications in these MMU.
- B.) Rates for Comprehensive Maintenance Contract (CMC) for a period of five years from the end of guarantee period.
- C.) The L1 shall be declared on the basis of collective rates of MMU and CMC quoted by the bidder.

Note:

- (i) Number of vehicles is indicative and may substantively increase/ decrease during the contract period.
- (ii) JKMSCL is at liberty to enter into 3rd Party CMA agreement under Comprehensive Equipments Maintenance Programme of Govt. of India as deemed fit by the MD, JKMSCL.

Evaluation Procedure

The financial bids of technically qualified bidders shall be evaluated by the Evaluation Team(s), to be constituted by the JKMSCL. Award of Contract shall be made on L-1 basis.

Bid Validity period

The Proposal shall remain valid for 180 days after the date of opening of Technical bid. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive. However the same can be extended with the mutual consent and acceptance of the bidder.

Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Proposal, the bidder has: -
 - (i) Made a complete and careful examination of the RFP.
 - (ii) Received all relevant information requested from Department.
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Department or relating to any of the matters stated in the RFP Document
 - (iv) Satisfies himself/ herself about all the matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under.
 - (v) Acknowledged that it does not have any Conflict of Interest. And
 - (vi) Agreed to be bound by the undertaking provided under and in terms hereof.

- b) JKMSCL shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Department.

Bidders shall note the following:

- 1) Incomplete proposals in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- 2) Strict adherence to formats, wherever specified, is required.
- 3) All communication and information should be provided in writing and in English language.
- 4) All communication and information provided should be legible.
- 5) No change in/ or supplementary information shall be accepted once the proposal is submitted. However, JKMSCL reserves the right to seek additional information and/ or clarification from the Bidders, if found necessary, during the course of evaluation of the proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by JKMSCL may be a ground for rejecting the proposals.
- 6) Proposals shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, JKMSCL reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all Bidders.
- 7) Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with JKMSCL. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries. Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
- 8) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. JKMSCL reserve the right to vet and verify any or all information submitted by the Bidder as well as right to reject.
- 9) If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by JKMSCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection and EMD shall be forfeited. Mere clerical errors or bona fide mistakes may be treated as an exception at the sole discretion of JKMSCL if adequately satisfied.

- 10) In every specific case, where the Bidder is constrained by statute/ law from fulfilling any specific provision of this document, the Bidder is encouraged to contact Managing Director, JKMSCL.
- 11) JKMSCL may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addenda. Communication of such extension to the persons who purchased the RFP document shall be made by JKMSCL.

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

“Definitions”

“Affiliate” shall mean a Company that, directly or indirectly,

- i) controls, or
- ii) is controlled by, or
- ii) is under common control with, a Company developing a Project

“Agreement” shall mean the Contract between the JKMSCL and the service provider in accordance with the provisions of this RFP.

“Bid” Bid shall mean the Technical Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

“Bidder” shall mean Bidding Company, Bidding Registered Society, Proprietorship firm, Partnership firm (Registered) submitting the Bid. Any reference to the Bidder includes Bidding Company / Registered Society, Proprietorship firm, Partnership firm (Registered), as the context may require”.

“Bidding Company” shall refer to such single company that has submitted the response in accordance with the provisions of this RFP.

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

“Company” shall mean a body incorporated in India under the Company’s Act, 1956.

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, that puts them in a position to have access to information about or influence the Bid of another Bidder.

“Department” shall mean Department of Health and Medical Education

“Effective Date” shall mean the date of signing of agreement by both the parties;

“Financial Closure or Financial Close” shall mean the execution of all the Financing Agreements required for the “Mobile Medical Units” project and fulfilment of conditions precedents and waiver, if any, of the conditions precedent for the initial draw down of funds for the “Mobile Medical Units” project.

"Financially Evaluated Company / Entity" shall mean the company / entity which have been evaluated for the satisfaction of the financial requirement set forth herein in the RFP.

"Force Majeure conditions" means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the bidder and which results in bidder's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.

"Letter of Intent" or "LOI" shall mean the letter to be issued by the JKMSCL, to the Successful Bidder(s) for Operation and Maintenance of MMUs under the "Mobile Medical Units".

"Limited Liability Partnership" or "LLP" shall mean a Company governed by Limited Liability Partnership Act 2008;

"Project Company" shall mean the company incorporated by the bidder as per the Indian laws.

"Proprietorship firm" shall mean whose owner is an Individual

"Partnership firm" shall mean a firm registered with the Income Tax department and evidenced by a Partnership Deed.

"Registered Society" shall mean a Society registered under the Society Act as well as registered under the Income Tax Act, 1961.

"RFP" shall mean this Request for Proposal along with all formats and RFP Project Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto.

"RFP Documents" shall mean the documents to be entered into by the parties to the respective agreements in connection with the "Mobile Medical Units".

"Selected Bidder(s) or Successful Bidder(s)" shall mean the Bidder(s) selected by the Department, pursuant to this RFP to set up the project and operate a professionally managed "Mobile Medical Units" as per the terms of the RFP Project Documents, and to whom a Letter of Intent has been issued.

"Statutory Auditor" shall mean the auditor appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law.

Bill of Quantity (BOQ)

Cost of procurement of MMUs (Chassis), Medical Equipments, and fabrication including stickering:

Item Description	Unit Cost	Excise Duty	CST /VAT	Total Cost
Chassis				
Healthcare Equipments				
Retrofitting Charges				
Total				

CMC Shall cover Healthcare Equipments and retrofitting of the MMU

CMC for Ist Year	CMC for 2nd Year	CMC for 3rd Year	CMC for 4th Year	CMC for 5th Year	Total amount including CMC

Managing Director,
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Declaration and Undertaking

(On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public and submitted with Cover- 'A')

1. I/We..... (Name of firm) certify that the quoted model (of quoted item) is of latest technology and is not outdated.
2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
3. I/We do hereby undertake to ensure the availability of spare parts & consumables for **Mobile Medical Unit for Cancer Screening and Healthcare for Women** for at least 07 years from the date of completion of guarantee of the equipment.
4. I/We do hereby accept condition of guarantee period with spare parts of each quoted equipment as per terms & conditions or technical specifications. (from the date of installation/ demonstration).
5. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
- (b) I/We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name, Address of Govt./dept./State) and detailed information is as given below:
 - (i) Cause of black listing/banning/debarring.
 - (ii) For which item.....:
 - (iii) Period of black listing/banning/debarring.
 - (iv) Latest Status of black listing/banning/debarring.
1. I/We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated with the concerned authority/department. No VAT/CST is due on the firm as on dated
2. I/we do hereby agree to the condition that JKMSCL may, if deemed fit go for the third party maintenance under Comprehensive equipment maintenance programme of Govt. of India.

Place:

Signature of authorized signatory

Dated

Name and signature of bidder

:

Designation with seal

ANNEXURE”E”

Declaration and Undertaking

(On Non Judicial Stamp Paper worth Rs.100/- attested by Notary Public & submitted with Technical Bid)

1. We..... (Name of firm) do hereby undertake that we have installed manufacturing capacity of quoted item in specified units of measurement in the tender has detailed below:

S. No.	Quoted Item Details & Cat.	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly Supply Commitment to JKMSCL In nos.	Annual Supply Commitment to JKMSCL In nos.
1	2	3	4	5	6
2					

2. We certify that the quoted model (of quoted item) is/ are of latest technology & have not been outdated.
3. We certify that the rates (of quoted item) are reasonable & not sold on lower rates to anyone than charge from this institution.
4. We do hereby undertake that availability of spare parts & consumables for quoted model of each equipment is at least for 10 years from the date of installation.
5. We do hereby undertake that we accept condition of Comprehensive Guarantee period with spare parts of each quoted equipment as per Terms & condition or Technical Specification (from the date of installation/ demonstration).
6. (a) We do hereby undertake that our company/ firm has not been black-listed/ banned by any Govt. (Government of India/ State Govt.) & their subordinate Departments for participation/ submission of tenders.
(b) We do hereby undertake that our company/firm has been black listed/ banned by..... (Name of Govt./ Deptt.) and required information as below:
(i.) Cause of black listing/ banning/ Debarring.
(ii.) For which item.....:
(iii.) Period of black listing/ banning/ Debarring.
(iv.) Latest Status of black listing/ banning/ Debarring
7. We hereby confirm that we have deposited all the VAT/ Sales Tax/ CST as on dated with the Department. No VAT/ CST is due on M/s..... as on dated

Signature of Authorized Signatory
Name and Signature of Bidder

Place:
Date

Designation with seal

ANNEXURE "F"

(On Firm's letter head)

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

SEPARATE FOR EACH ITEM

I/We..... (Name of firm.....) do hereby certify that we have supplied..... (Name of equipment.....) as per details given below:-

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipments been supplied & installed satisfactory?
				As per contract	Actual		
2014-15							
2015-16							
2016-17							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. Firm should have market standing of the quoted product in last three financial years.
3. The different variants of same equipment may be considered.
4. In case of supply of imported item(s), the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

Place:

Dated :

Signature of bidder with Seal

ANNEXURE "G"

(On Firm's letter head)

STATEMENT OF PLANT & MACHINERY

(It should be submitted with cover-A)

- (i) List of Plant & Machinery available for production of equipment
- (ii) List of items manufactured by the bidder
- (iii) Area of unit with working space & authority letter of allotment
- (iv) Stock position of raw material
- (v) Registration certificate for manufacturing unit/SSI unit from Industries department.
- (vi) Man power status/details
- (vii) List of equipments for quality control measures including details of Quality control Laboratory, if any.
- (viii) Certificate from Govt. Agency/Chartered engineer for production capacity assessment.
- (ix) Any other information.

(Name)

Signature of Bidder with Seal

ANNEXURE "H"
(On Firm's letter head)
PRE- STAMP RECEIPT

I/We received an amount of.....nil..... from JKMSCL through Demand draft/Cheque No. or RTGS etc. as details for payment is given below:

- i. Name of supplier.....
- ii. Name & address of firm.....
- iii. Name of bank & branch.....
- iv. Bank a/c type : Saving/Current/Over draft/.....
- v. Bank a/c number.....
- vi. Bank branch MICR Code.....
- vii. RTGS Code.....
- viii. IFCS Code.....
- ix. PAN No.....
- x. Bank contact person's name & mobile no. :
-

This amount is received against refund of bid security of bid no.datedand sanction No. Dated

Signature of authorized signatory

Place:

Name of signatory

Dated:

Designation with seal

ANNEXURE "I"

Format of Affidavit for EM-II

(on non- judicial Stamp Paper of Rs. 10/-)

I/we.....(Name).....S/o.....
(Name)..... aged.....yrs.....residing at..... (Address)
.....proprietor/partner /authorized director of M/s do hereby
solemnly affirm and declare that:

(a) My/our above noted enterprise M/S _____ (*Name of firm*) _____
has been issued acknowledgement of Entrepreneurial Memorandum Part-II by
the District Industries Centre _____ (*Name & Address with*
District & State)_____ The acknowledgement No. is _____
dated _____ and has been issued for manufacture of following items.

(i)

(ii)

(iii)

(iv)

(v)

(b) My/our above noted acknowledgement of Entrepreneurial Memorandum Part-
II has not been cancelled or withdrawn by the Industries Department and that
the enterprise is regularly manufacturing the above items.

(c) My/our enterprise is having all the requisite plant and machinery and is fully
equipped to manufacture the above noted items.

Place _____

Signature of the Proprietor/Director

Authorized signatory with rubber

Date _____

stamp and date.

Supply Status Report - Statement - I

To
 Managing Director
 J&K Medical Supplies
 Corporation Ltd.
 1st Floor, DRUG STORE BUILDING
 Government Medical College, Jammu (J&K)

Name of Firm: M/s
 Rate Contract No & Date:
 Item:

S. No.	Supply Order		Material Ordered			Stipulated date of completion of supply	Material Supplied	
	No. & Dt.	Amount (Rs.)	Consignee	Name of Item	Qty. (in Unit)		Qty. Supplied (in Unit)	Actual Date of receipt
1.	2.	3.	4.	5.	6.	7.	8.	9.

Note: Please give cumulative item wise supply status of the firm.

(Signature & Seal of Firm)

(Signature & Seal of Consignee)

NOTE:-

1. Column no. 1 to 9 are to be filled by firm.
2. The information filled in by firm shall be correct, complete and verified by Consignee/ Purchase Officer, wherever required.
3. The unit shall be as per rate contract.
4. The above information shall be cumulative for each item supplied by the firm to individual Purchase Officer/ Consignee.
5. Attach separate sheets whenever necessary.

Consolidated Contract Completion Report - Statement - II

To,
 Managing Director
 J&K Medical Supplies
 Corporation Ltd.
 1st Floor, DRUG STORE BUILDING
 Government Medical College, Jammu (J&K)

Name of Firm: M/s

Rate Contract No & Date:

Name of Item:

S. N. o.	Supply Order		Ordered Qty.			Stipulated date of completion of supplies	Actual Supply		Qty. Remained unsupplied		Date of Expiry of guarantee period	Pending Complaint of defective material	Remarks/ comments of Consignee-Performance
	No. & Dt.	Amount (Rs. in Lacs)	Consignee	Item	Qty. (in unit)		Actual date of Supply	Quantity (in unit)	Quantity (in unit)	Reasons			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Please also comment on comprehensive annual maintenance contract date & present status.
 (Signature of Seal of Firm)

NOTE:-

1. Column no. 1 to 14 are to be filled by firm and shall be submitted to the JKMSCL.
2. The information filled in by firm shall be corrected, completed and verified by Consignee/ Purchase Officer, wherever required.
3. Attach separate sheets whenever necessary.

ANNEXURE “L”

Non Judicial Stamp Paper of Rs. 100/-

Comprehensive Maintenance Contract (C.M.C)

This comprehensive maintenance contract (CMC) is made on day of at by and between.....(Name of the firm/company with address).....through (hereinafter referred to as the(Name of the Firm/Company)..... which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns).

And

JKMSCL or his designated officer’s (hereinafter referred to as the “Procuring Officer” (means user of equipments/ consignee/ incharge officer of medical institution) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns) :

Whereas:

- A. M/S(Name of Firm/Company)..... is inter alia, engaged in the business of marketing of equipments and apparatus/instruments manufactured by..... (Name of firm/company)..... in India and it also provides maintenance service for equipments in India ;
- B. The consignee/Procuring Officer has asked to provide service and maintenance of equipments installed in its premises and..... (Name of Firm/Company)..... has agreed to provide the services(as defined in Clause 3 below), subject to terms as contained in this Agreement.

Now therefore in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contracts follows :

1. **Commencement:** CMC will only be commencing after the completion of guarantee period and a written request by concerned JKMSCL/Procuring officer or his authorized officer to the firm. The JKMSCL/concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
2. **Duration, extension and termination of this agreement :**
 - i. This CMC is the supplementary part of original agreement (Rate Contract) No. of this equipment or instrument.
 - ii. The validity period of this CMC is for as specified in bid document (..... years) which starts from the next day of completion of Guarantee period of Rate contract referred in clause first above. The comprehensive maintenance agreement starts from..... day of and shall end on the date..... however, C.M.C may be extended for further two mutual consent subject to the same terms and conditions.
 - iii. The security deposited shall be refunded as per terms & conditions of this original agreement R/C No. Subject to that : -

- a) The 25% of total deposited Security deposit amount shall be withheld against the security of this (CMC) agreement.
- b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described as per terms & conditions or any other recovery from security deposit.
- c) The consignee/procuring officer may terminate this contract during the term of this contract, at any time as he considers appropriate in the interest of corporation/department. No compensation shall be paid to said firm for termination.

3. Scope of this Contract and service to be tendered under this contract by(Name of Firm/Company).....”

- a) Onsite & service centre labour for carrying out preventive maintenance and repairs.
- b) All parts require replacement shall be supplied to the consignee by the..... (Name of the firm/company)..... under this agreement at no additional cost, during the CMC period.
- c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
- d) Routine cleaning, lubrication, replacement of rings, gaskets etc for all mechanical instruments.
- e) Routine cleaning & calibration of electronic equipments.
- f) Spare parts beyond clause no. 6 are included in the CMC offer and will not be charged extra.

g) Firms offering conditions :

- Response time < 48 hours after first contact
- Service hours Mon to Sat
- Part for preventive maintenances all as per requirement
- UP time 95% (346 days)
- Breakdown all
- Technical & application support session as required
- Demonstrations & trainings as & when required.

Note: PM Includes quality assurance, safety checks and calibration.

h) Contacts details of service providing firm :

Full Address
E mail ID
Hotline
Service portal
Toll Free No.

i) Exclusion of service under this contract:

- a) Damages caused by or arising out of aggravated by fire caused by sources external to the equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, revolution, insurrection, mutiny, labour unrest, lockout, confiscation, commandeering by a group of malicious person or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.

- b) Any work external to the equipment covered under this contract.
- c) This contract does not cover hardware upgrade of any kind.
- d) All consumables as per bid documents as per clause -5
- e) Any no. of preventative maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAC period.
- f) Training for the quoted equipment/machine, if required, will be provided by the firm without any additional charge.

ii) **Limitations of Services under this contract:**

- a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the equipment on commencement of this contract are not included in this contract but can be included mutually agreed terms and conditions, reduced in writing.
- b) Parts will be replaced at the sole discretion of(Name of consignee).....
- c) Whenever a breakdown call is attended then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.
- d) If required and permitted, the transportation of equipment from purchasing officer to service centre of firm and back to purchase officer site, is sole responsibility of the service providing firm company.

4. **Care for the equipment :**

The consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents, neglect or misuse, pests and insects etc. The consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the equipment against damages as per the specification given in the instruction manual.

5. **Price:**

- i. In consideration of(Name of firm/company) providing the services (as set out in clause 2 above) the JKMSCL shall pay to(Name of firm/company) maintenance contract charges (hereinafter the “CMC charges”) for the equipment annexed to this agreement.
- ii. The CMC charges specified above is inclusive of all taxes, levis, impositions, cess etc as may be applicable on the services rendered by.....(name of firm/company)..... to the consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate authority during the term of this contract; the variation shall be borne by the procuring officer.
- iii. All the defective parts/items shall become the property of.....(name of firm/company)..... on replacement of parts and have to be returned to(name of firm/company).....by the procuring officer/consignee only if same are replaced without charges.
- iv. No price escalation will be applicable.

6. List and rates of consumables:

The(Name and brand of equipment)has the following requirement of reagents, consumables & spares without which this equipment cannot be made operational/functional . All the reagents, chemicals, consumables and spares are covered under comprehensive maintenance contract except given below:-

(a) The list of consumables :

S. No.	Name of consumables	Packaging unit	Price per unit (Rs.)	Remark
1				
2				

(b) The list of spare parts:

S.No.	Name of spare parts	Packaging unit	Price per unit (Rs.)	Remark
1				
2				

7. Payment Terms:

The JKMSCL/procuring officer/consignee shall make 50% payment of annual maintenance charges after completion of each six months of satisfactory service by way of demand draft/account payee cheque in favour of service providing firm. The remittance charges shall be borne by the firm. The consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing C.M.C charges to firm.

8. Liquidation damages:

(i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees five hundred per day (**varies from equipment to equipment**) if the firm didn't response after 48 hours from the time of receiving first complaint. The complaint may be sent to firm by way of telephone /fax/letter or e-mail. The amount of liquidation damage shall be directly deducted from the security deposit of the firm at the time of refund or before by way of any adjustment order.

(ii) During breakdown of equipments/machine firm will depute the engineer for immediate rectification of defect within 48 hours positively otherwise equipment may be got repaired on the risk & cost of the firm.

9. Assistance for providing service:

The Procuring Officer shall give(Name of firm/company).....full access to the equipment to enable (

Name of firm/company)to provide service, make available to the representative of(Name of firm/company) appropriate procuring officer staff who are familiar with the procuring officer work and provide suitable working space and facilities.

10. Location & location change:

The location & place of installation shall be decided by the appropriate authority of Corporation with consultation with the Head of the end user institute/department . The consignee may transport/shift any equipment or part thereof without the express consent of (Name of firm/company) and asked for maintenance of equipment without any additional cost.

11. I/we do hereby agree to the condition that JKMSCL may, if deemed fit go for the third party maintenance under Comprehensive equipment maintenance programme of Govt. of India.

12. Dispute resolution committee:

If both the parties fail to resolve any issue bilaterally then the specific point may be placed before the dispute resolution committee constituted by JKMSCL. The service providing firm shall participate in proceedings through his authorized signatory of rate contract holding firm only.

13. Jurisdiction:

All actions, proceedings and suits arising from or connected to this contract shall be subject to the exclusive jurisdiction of courts in Jammu & Kashmir.

In witness whereof the parties here to have signed this agreement on the day and year first herein above written:

Signed on behalf of the

Signed on behalf of the

Signed _____

Signed _____

(Authorized signatory)

(Authorized signatory)

Name _____

Name _____

(Capitals)

(Capitals)

Designation _____

Designation _____

Rubber Stamp

Rubber Stamp

Witness-1

Witness-1

[On Rs. 100/- Non-Judicial Stamp Paper- “Affidavit”]

Agreement : 1

(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this day of 2017 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Plot No. 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar (herein after referred to as “First Party”(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract) and M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as “Second Party” (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract). Whereas the Original Manufacturer/ Direct Importer (Second Party)) have agreed to supply to First Party (Purchaser), The **Mobile Medical Unit for Cancer Screening and Healthcare for Women** with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party has agreed to deposit performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) as per terms & conditions of the tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the Second Party and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term “Agreement”, wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for **Mobile Medical Unit for Cancer Screening and Healthcare for Women** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Twenty Four(24) months period, extendable for another three (03) months with mutual consent)NIT/ JKMSCL/MMU

/2017/ dated 00-00-2017 and technical bid opened on 00-00-2017, the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

- 2.1. The agreement is for the supply, by the Second Party(Suppliers) to the First Party (Purchaser), of The **Mobile Medical Unit for Cancer Screening and Healthcare for Women** on terms and conditions set forth in the agreement.
- 2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force up to a period of Twenty Four(24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.
- 2.3. The bid quantity noted against each item in the schedule attached hereto indicates only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause “2.2” above. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall make supplies of The **Mobile Medical Unit for Cancer Screening and Healthcare for Women** on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.
- 2.4. The Second Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.
- 2.5. The release of payment and deduction and penalties shall be as per terms and conditions of the tender document.

3. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second Party shall in no case, use the rate contract of JKMSCL for making supplies and / or comparing of rates to/ with any of other department(s)/ agency(ies)/ NGO etc. In case Second Party supplies any of the item(s) at the rate contract or provides the document for comparison of rates or otherwise, to any other department(s)/ agency(ies)/ NGO(s) etc, the defaulted Second Party shall have to pay 7.5% of the total invoice value of the product(s) supplied to other department(s)/ agency(ies) etc at the rate contract of JKMSCL as penalty to the first party (JKMSCL-purchaser) and further the Second Party shall be liable to be considered for Debarring/ Blacklisting for a period not less than five years.

4. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

- 4.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party) as performance security and cancel the contract.

- 4.2. In case the Second Party neglects or refuse to observe, perform, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.
- 4.3. If any time during the course of contract it is found that the information furnished by the Second Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause “4.1” above shall apply or any other action are deemed fit by the First Party may also apply.
- 4.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party. The Second Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.
5. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, bidding or be of any effect what so ever.
6. The Second Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of “Custom” or otherwise; nor shall the Second Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.
7. In case the Second Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being inforce or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there

upon on every article , clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8. SERVING OF NOTICE TO SUPPLIER

- 8.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.
9. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.
11. All terms and conditions of the NIT shall be the part of this agreement.

Original Manufacturer/ Direct Importer
(Supplier)

Jammu & Kashmir Medical Supplies Corporation
Ltd (First Party)
Represented by

(Second Party)
(Signature, Name & full Address with
stamp

General Manager (Adm)/ JKMSCL
(Signature, Name & full Address with Stamp)

Witness (Signature, Name & Address)
1.

Witness (Signature, Name & Address)
1.

Agreement : 2

(Tripartite Agreement for Authorized representative)

This deed of agreement is made on this day of 2015 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar (herein after referred to as "First Party"(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract), M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract) and M/s (Authorized representative) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at (herein after referred to as "Third Party"- (Authorized Representative) of Second Party, which term shall include its successors representative, heirs, executors and administrators unless excluded by the contract).

Whereas Second Party (the Original Manufacturer/ Direct Importer) / Third Party (Authorized Representative) have agreed to supply to First Party (Purchaser), **Mobile Medical Unit for Cancer Screening and Healthcare for Women** with specifications mentioned in the schedule attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party/ third party have agreed to deposit performance security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) as per terms & conditions of the tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party/ Third Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part/ Third Party, and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for **Mobile Medical Unit for Cancer Screening and Healthcare for Women** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Twenty Four (24) months period, extendable for another three (03) months with mutual consent)

NIT/JKMSCL/MMU/2017/ dated **00-00.2017** and technical bid **opened on 00.00.2017** , the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

2.1. The agreement is for the supply, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of **Mobile Medical Unit for Cancer Screening and Healthcare for Women** on terms and conditions set forth in the agreement.

2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto a period of Twenty Four(24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party/ Third Party.

2.3. The bid quantity noted against each item in the schedule attached here to indicates only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause “2.2” above. This quantity may increase or decrease at the discretion of the First Party. The Second Party/ Third Party (Supplier) shall make supplies of **Mobile Medical Unit for Cancer Screening and Healthcare for Women** on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.

2.4. The Second Party/ Third Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.

3. AUTHORIZED Representative OF SECOND PARTY:

3.1. In this agreement, the Second Party (Original Manufacturer/ Direct Importers) have authorised M/s ; (Third Party) as Authorized representative to submit bid, to negotiate with First Party, to raise invoice and receive payment on behalf of Second Party; and as such, supplies shall be endorsed by the Second Party M/s (Original Manufacturer/ Direct Importers) and original copy of delivery challan of Second Party towards the Third Party for such supplies shall be endorsed along with invoice submitted by Third Party to First Party.

3.2. The Corporation under such arrangements shall have a right to secure confirmation to authority of suppliers from Second Party before releasing the payments.

3.3. The release of payment and deduction and penalties shall be as per terms and conditions of the tender document.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second Party or Third Party shall in no case, use the rate contract of JKMSCL for making supplies and / or comparing of rates to/ with any of other department(s)/ agency(ies)/ NGO etc. In case Second Party/ Third Party supplies any of the item(s) at the rate contract or provides the document for comparison of rates or otherwise, to any other department(s)/ agency(ies)/ NGO(s) etc, the defaulted Second Party or Third Party, wherever applicable, shall have to pay 7.5% of the total invoice value of the product(s) supplied to other department(s)/ agency(ies) etc at the rate contract of JKMSCL as penalty to the first party (JKMSCL-purchaser) and further the Second Party/ Third Party shall be liable to be considered for Debarring/ Blacklisting for a period not less than five years.

5. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

5.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party/ third party) as performance security and cancel the contract.

5.2. In case the Second Party/ Third Party fails, neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party/ Third Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Part/ Third Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.

5.3. If any time during the course of contract it is found that the information furnished by the Second Party/ Third Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause “5.1” above shall apply or any other action as deemed fit by the First Party may also apply.

5.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party/ Third Party. The Second Party/ Third Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.

6. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, biding or be of any effect what so ever.

7. The Second Party/ Third Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party/ Third Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of “Custom” or otherwise; nor shall the Second Party/ Third Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.

8. In case the Second Party/ Third Party (Suppliers) at any time during the continuation of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being inforce or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article , clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8.1. In case Third Party (Authorized Representative- clause 3) at any time during the continuation of the contract become bankrupt of or insolvent or commits any act of bankrupt or insolvency either provisions of any law in that behalf for the time being in force, or should compound with his creditors, the Second Party, (Original Manufacturer/ Direct Importers) shall be bound to continue with the supplies directly for the First Party till the completion of contract otherwise it shall be lawful for the purchase to put an end to the agreement and thereupon every article clause and thing herein contained

to be operative as part of First Party, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

9. SERVING OF NOTICE TO SUPPLIER

9.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party/ Third Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.

10. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.

11. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.

12. All terms and conditions of the NIT shall be the part of this agreement.

Authorized Representative
(Third Party)
(Signature, Name & full Address with stamp)

Original Manufacturer/ Direct Importer
(Supplier)
(Second Party)
(Signature, Name & full Address with stamp)

Witness (Signature, Name & Address)
1.
2.

Witness (Signature, Name & Address)
1.
2.

Jammu and Kashmir Medical Supplies Corporation Ltd. (First Party)

Represented by General Manager (Adm)/ JKMSCL

(Signature, Name & full Address with Stamp)

Witness (Signature, Name & Address)

1.

2.

(On Firm's letter head)

Memorandum of Appeal

Appeal no..... of.....

Before the..... (appellate authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal:

.....

.....

..... (supported by an affidavit)

7. Prayer:.....

.....

.....

.....

Place

Dated

Appellant's signature

(Shall be submitted on letter head of firm)

Verification

I/we.....S/o.....aged.....
year residing at authorized
bidder/proprietor/ partner/director of firm M/s..... verify and
confirm that the contents of bidding documents , its bidding forms **Annexure A to Annexure
O** and other information submitted for bid no. are true and correct to the best of my
knowledge and nothing has been concealed therein.

Signature of bidder..... Name: Address:
..... Mobile no..... e-mail
address.....