NOT TRANSFERABLE

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: GMC Complex, Bakshi Nagar Jammu : **Tele:** 0191-2580842
Corporate Office: 121-Green Avenue, Hyderpora (J&K)-190014: **Telefax**: 0194-2432008
email: jkmsclj@gmail.com; jkmsclepm@gmail.com **website**: www.jkmscl.nic.in

JKMSCL

E BID FOR THE PROCUMENT MACHINERY & EQUIPMENTS

(REFERENCE NO: NIT/JKMSCL/MACH/2017/ 275 DATED: 04.09.2017)

LAST DATE OF SUBMISSION OF ONLINE BIDS: 03.10.2017 upto 1600 hrs

BIDDING DOCUMENT FOR PROCUMENT OF MACHINERY & EQUIPMENT

Table of Contents

(To be submitted on letter head of Firm)

Bid Submission Letter

(Declaration Form-Cum -Check List)

Subject: - Regarding Bid submission for **NIT/JKMSCL/MACH/2017/275** **DATED** **04.09.2017**

I/We…..... *(Name, Designation and Address of Bidder)*..... having our office at…..... *(Address of Firm)*..... do declare that I/We have read all the terms & conditions of the bid document floated by JKMSCL and agree to abide by all the terms & conditions set forth therein.

I/We declare that we are participating in this bid in the capacity of …..…… *(Manufacturer /Direct Importer/Distributor/Authorized Dealer of the original manufacturer* ……..... I/We enclose valid Manufacturing license/Import license along with authorization by foreign principal manufacturer/ authorization from principal manufacturer in case of Distributors/Authorized Dealers of the original manufacturer/importer.

I/We further declare that the rates offered by us shall remain valid for the period of 24 months extendable for a further period of three months and shall reduce the rates, if the rates are reduced by us for any other buyer during this period within Union of India . I/We enclose the following documents as per details given below: -

S. No	Item	Particular (Page No.)
1.	Technical bid submission sheet (Annexure I)	
2.	Financial/Price Bid submission sheet (Annexure II) (Price to be quoted online only).	
3.	Self attested photocopy of IEC certificate and permission/ authorisation or sale from the foreign principal manufacturer (authorization letter of principal company) /principal manufacture	
4.	BIS License with schedule for ISI marked products quoted, if applicable	
5.	Self attested photocopy of quality certification USFDA/European EC/BIS as applicable.	
6	**GST No.**	
7	Latest Sales Tax clearance certificate/affidavit (up to dated 31.03.17) supported by balance sheets	
8	Specify point of supply with full Address	Full Address .....
9.	Statement of Past Supplies & Performance (Annexure V)	
10	Undertaking of non- debarring (on Non Judicial stamp paper of 100/-)	
11	Declaration of bidder regarding qualification (Annexure VI)	
12	Statement of plant & machinery, technical staff (as per license issued for the purpose)	
13.	Letter of acceptance for terms & conditions	
14	Declaration of manufacturer/Direct Importer (Annexure VII)	
15.	Authorisation from foreign principal manufacturer (applicable in case of direct importer only) – (Annexure VIII)	
16.	Authorisation of the bidder by the firm (Annexure IX)	
17.	Average Annual turnover statement for past 3 years certified by chartered accountant/Concened Department to be prepared as per returns filed with Central Excise Department alongwith copies of return filed with Central Excise Department (Annexure V).	

18.	PAN card	
19.	Name, photograph & specimen signature of the bidder or designated officer/ person who is authorized by the firm to bid and make correspondence with the JKMSCL. *Also attach photo ID.*	Name..... Signature..... Full address..... Mobile No:..... e-mail addres.....
20.	Verification Declaration (Annexure XI)	

Dated Name and signature of bidder with seal

Note: 1. The documents submitted at the time of registration of firm need not to be re-submitted. Only the documents, wherever the validity of the submitted documents has expired shall be uploaded in the technical bid.

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email:jkmsclj@gmail.com jkmsclepm@gmail.com **website**: www.jkmscl.nic.in

Tender No. **NIT/JKMSCL/MACH/2017/275**
Dated: 04.09.2017

NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid) and Financial bid is invited for the finalization of Annual Rate Contract for the procurement of **MACHINERY & EQUIPMENTS** from the manufacturers/direct importers/authorized distributors/dealers of the manufacturers/direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in and www.jkmsclbuisness.com . The cost of the tender alongwith tender processing fee shall be Rs. 10000/- (Rupees Ten thousand only/-) as tender charges i.e Rs. 1000/- only as cost of tender & Rs. 9000/- only as tender processing fee, drawn on any of the Scheduled/Nationalised bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar. In case of SSI units, the cost of tender fee shall be Rs. 100/- and tender processing fee shall be Rs. 9000/-

Managing Director
Jammu and Medical Supplies Corporation Ltd.

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Srinagar Office: 121-Green Avenue, Hyderpora (J&K)-190014: **Telefax**: 0194-2432008
email: jkmsclepm@gmail.com **website**: www.jkmscl.nic.in

BIDDING DOCUMENT FOR PROCUMENT OF MACHINERY & EQUIPMENTS

Bid Reference	: **JKMSCL/MACH/2017/275** **Dated: 04 .09.2017**
Date of publication of e-bid	: 04.09.2017 at 12.00 hrs
Start date and time for download of bid document	: 04.09.2017 at 12.00 hrs
Last date and time for download of bid document	: 03.10.2017 at 1400 hrs
Clarification start date	: 04.09.2017 at 1200 hrs
Clarification end date	: 15.09.2017 upto 1600 hrs
Pre- bid conference	: 18.09.2017 at 1100 hrs
Start date and time for submission of online bids	: 04.09.2017 at 1200 hrs
Last date and time for submission of online bids	: 03.10.2017 at 1600 hrs
Date and time for online opening of technical bids	: 04.10.2017 at 1100 hrs
Last Date & Time for registration	: 27.09.2017 upto 1600 hrs.
Cost of tender document	: Rs. 1000/- (For SSI Unit Rs. 100/-)
Tender Processing Fee	: Rs. 9000/-

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.

Note: -

1. The bidder shall have to get themselves 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 with the recommendations of panel of technical experts drawn from the intending department 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.
2. 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.
3. The JKMSCL is not bound to accept the lowest bid and may reject any/part thereof or all bids without assigning any reason thereof.
4. The bidders shall have to submit a **GST No. and valid 'VAT'** clearance certificate from the concerned commercial taxes Officer and the 'PAN' issued by income tax department.
5. 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.
6. Information of award of contract shall be communicated to all participating bidders on the website www.jktenders.gov.in. www.jkmsclbuisness.com

Note: -

1. *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 and the bidders shall keep themselves updated by regularly visiting the website/jk portal.*

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.

TABLE-1

S.No.	Item Code	Name of the item	Average Annual Turnover for the last three years
1.	MC1701	**IABP (INTRA –AORTIC BALLON PUMP)**	05 crore
2.	MC1702	**Blood Collection and Transport Vehicle (BCTV)**	05 crore
3.	MC1703	**Portable Blood Storage Refrigerator**	05 crore
4.	MC1704	**Cardiac Intervention Lab. (Cath Lab)**	20 crore
5.	MC1705	**Sleep Lab for Neuro-Physiology Lab.**	05 crore
6.	MC1706	**Video Paediatric Bronchoscopy System**	05 crore
7.	MC1707	**High Power Oscillators**	05 crore
8.	MC1708	**Single Puncture Laparoscope**	05 crore
9.	MC1709	**Biological Safety Cabinet**	05 crore
10.	MC1710	**Vertical Autoclave**	05 crore
11.	MC1711	**BOD Microbiological Incubator (28 degree C)**	05 crore
12.	MC1712	**Needle Distroyer and Shredders**	01 crore
13.	MC1713	**Shadowless Lamp Ceiling Type minor (Single Dome)**	05 crore
14	MC1714	**Shadowless Lamp Ceiling Type Major (Double Dome)**	05 crore
15	MC1715	**Mobile X-Ray Machine (HF)**	05 crore
16	MC1716	**500 mA X Ray Machine (HF)**	05 crore
17	MC1717	**CR System**	05 crore
18	MC1718	**Double Beam UV-Visible Spectrophotometer**	05 crore
19	MC1719	**Ice Line refrigerators**	05 crore
20	MC1720	**Body Plenthysomography with Diffusion Study**	05 crore
21	MC1721	**Portable Spirometer Machine**	05 crore

The Average Annual Turn Over required for the items pertaining to Group "Machinery & Equipment" is as per the cost of the equipment (each unit) as mentioned above. Only the bid(s) falling under the category as specified under Annual Turnover is accepted. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected.

Note :

1. **JKMSCL registered authorized representative on the authority of one (or) more original manufacturer/direct importer, intending to participate in the said NIT on the behest of other manufacturers/Importers are required to get the additional/other manufacturers/importers incorporated under their respective registration number. Otherwise the NIT/documents of manufacturer/direct importer, which are not registered/incorporated under the registration number of bidding JKMSCL authorized representative may be declared as rejected/disqualified on the grounds of "NOT REGISTERED WITH JKMSCL"**
2. **The documents submitted by the firm at the time of registration needs not be re-submitted with the technical bid. However, the latest documents, if any, (wherever the submitted documents are expired) at the time of tender shall be uploaded with the technical bid.**
3. **The catalogues/brochures of the item shall be submitted along with the demand drafts in separate envelopes, 01 day prior to submission of online bids. The catalogues/brochures pertaining to the equipment information should be signed by the authorized signatory of the manufacturer.**

4. **No minimum quantity is guaranteed and the bidder shall not claim or compensation from the Jammu & Kashmir Medical Supplies Corporation Ltd.**
5. **Unsigned catalogues/brouchers pertaining to the equipment information shall not be considered & the tender for the said firm shall be out-rightly rejected.**
6. **Bidder(s) may if wish to, submit the hard copy of uploaded bid. However, the said hard copy shall only be considered for reference in case the documents downloaded from JK portal is/are ineligible/not clear. Documents which are uploaded & downloaded accordingly from JK portal shall only be considered for evaluation and final decision.**

D I S C L A I M E R

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. (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 any require.

Jammu and Kashmir Medical Supplies Corporation Ltd., 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 Jammu and Kashmir Medical Supplies Corporation Limited, (hereinafter referred to as "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.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd

Section-I Instruction To Bidders (ITB)

Before uploading bid, kindly go through the following instructions carefully so that your bid may not be considered invalid:

Clause No.	Description
Only Registered firms with JKMSCL under the Group "Machinery & Equipments" are allowed to participate in the tendering process. The registration of the bidders / manufacturers / dealers shall be carried in the Corporate Offices of JKMSCL. JKMSCL registered authorized representative on the authority of one (or) more original manufacturer/direct importer, intending to participate in the said NIT on the behest of other manufacturers/Importers are required to get the additional/other manufacturers/importers incorporated under their respective registration number. Otherwise the NIT/documents of manufacturer/direct importer, which are not registered/incorporated under the registration number of bidding JKMSCL authorized representative may be declared as rejected/disqualified on the grounds of "NOT REGISTERED WITH JKMSCL"	
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading.
2.	Bid form must conform the terms & conditions of the bid documents and **Technical Bid in Cover-'A' & Financial Bid in Cover-'B' to be uploaded on www.jktenders.gov.in. The cost of tender, tender processing fee, EMD and catalogues of the quoted items shall be submitted in the office of JKMSCL atleast one day prior to submission of online bids.**
3.	It is expected from all bidders that DD/CDR/FDR/BG in separate envelope shall be deposited with the authorised person of JKMSCL at reception against proper receipt from the concerned.
4.	Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5	Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document as annexure AI & AV.
6	If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2580842, 0194-2432008 or e mail on jkmsclj@gmail.com jkmsclepm@gmail.com
7.	In case a bidder is given any assurance what so ever of being provided with any advantage in JKMSCL by anybody or if a bidder is directly or indirectly threatened of being put to some deliberate disadvantage in the bidding process & in the bidder's subsequent association/ working with JKMSCL, it is requested that the concerned must immediately inform about the same to the Managing Director, JKMSCL/G.M-J(Adm), JKMSCL in writing or through e-mail on gmjjkmscl@gmail.com. It is advised that evidence of such unfair activity of such person, if available, is produced along with the complaint, so that action can be taken against such a person(s) and that their details can be put on the website so that other bidders can be forewarned in this regard.
8	The Bidders shall have to submit a GST No. & valid 'VAT' clearance certificate from the concerned commercial taxes officer and the 'PAN' issued by income tax department.

9	It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall outrightly be rejected.
10	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website **www.jktenders.gov.in** Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately.
11	**No firm/bidder/manufacture/importer shall provide/supply any of the product item at the rate contract /approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the State. In case any supply is made in violation to the said condition (or), the supplier/firm shall be liable to be penalised to the tune of 7.5% of order placed/blacklisting for a period not less than five years (or) both as deemed fit, to the competent/Tender Inviting Authority. However, JKMSCL can procure the items for any of the departments within /outside the State of J&K/after charging the administrative expenses.**

Section-II: Bid Data Sheet (BDS)

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Section-II: Bid Data Sheet (BDS)

Clause No.	Description
1.	**Introduction**
1.1	The Procuring Entity is : Jammu & Kashmir Medical Supplies Corporation Ltd (J&K)
1.2	The expenditure on the subject matter of procurement shall be met by budgetary resources of demanding / indenting officers of the concerned department.
	The goods and related services to be procured are as per table 1 and *as per technical specifications*
1.3	The rate contract shall be valid for a period of two years which may be extended for a further period of three months.
2.	**Bidding document**
2.1	Bids are invited from manufacturers/direct importers/ distributors/ authorised dealers of the of the original manufacturers/direct importers. Joint venture will not be allowed.
2.2	The price of the bidding document Rs. 1000/- as tender fee (Rs. 100/- in case of SSI unit of J&K State only) and Rs. 9000/- as tender processing fee (non-refundable)
2.3	**Bid Security**: Rs. 100,000 in the form of FDR/CDR/BG. (FDR/CDR from scheduled/Nationalised Bank or BG from Nationalised Bank) **with validity of 30 months**. **Bids submitted without sufficient bid security & validity shall be summarily rejected.** In case of successful bidder(s), the amount of bid security shall be adjusted for performance security for the supply order(s) placed to the firms/bidders. The amount of performance security, if exceeds the bid security, the remaining amount shall have to be deposited by the firm against the supply orders issued from time to time.
2.4	The Pre-bid meeting shall be held at the office of JKMSCL, Jammu/Srinagar as per critical dates.
3.	**Preparation of Bids**
3 .1	The language of the bid shall be in English only
	The Bidder shall uploaded as per the documents reflected in the bid submission letter
3.2	The Bidder shall upload financial bid submission sheet (**Annexure II**) **N.B : No rate should be quoted/uploaded along with technical bid.** **Rates are to be uploaded on BOQ only.**
3.3	Alternative bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	For goods offered from outside India/direct importer, the bidder shall quote prices including all kinds of costs like inland transportation, taxes, installation and commissioning charges up to the consignee site, complete in all respect including consumables kit for demonstration (*if any).*
3.6	The terms of quoting price of equipments are inclusive of all taxes/charges with installation and commissioning etc. complete in all respect.
3.7	The prices quoted by the bidder shall be fixed for entire contractual period of equipments. The contract price shall be fixed for a contact period of 24 months of the goods and related services; extendable upto 03 months with mutual consent.
3.8	The currency of the bid shall be multi-currency.
3.9	The bid validity period shall be 120 days from the opening of technical bid.
3.10	The scanned copy of complete bid document filled and signed on each page as per

	Instructions to bid (ITB) and other requirements need not to uploaded on website www.jktenders.gov.in. However, declaration regarding acceptance of all the terms & conditions and other clauses as given in the tender document duly notarised shall have to be uploaded along with technical bid. **Bidders may if wish to, submit the bid document in Physical form. Hard copy is to be submitted before the submission 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.**
3.12	The authorisation to sign on behalf of the bidder shall consist of power of attorney by the bidder/any valid certification or the change in bidder shall be resolved in the board of firm/ company which shall be immediately communicated to the JKMSCL. No authorised agent/dealer/supplier shall be allowed to make any declaration which is mandatory required to be made by the MD/chairman/Directors/authorised person designated by the manufacturing company/importer.
4.	**Evaluation and comparison of bid**
4.1	The price preference shall apply as per GCC and SCC provisions.
5.	**Award of Contract**
5.1	If the procuring entity does not procure any subject matter of procurements, the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed.
5.2	The period within which the contract agreement is to be executed and performance security is to be submitted is 15 days from the date of receipt of letter of intent (LOI) through email, fax/correspondence etc.
5.3	The performance security shall be required as per **GCC-10** @5 % of the value of the indicative quantity in favour of JKMSCL payable at Jammu/Srinagar.
6.	**Redressal Grievances during Procurement Process**
6.1	I. In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. II. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred by the parties to the Managing Director JKMSCL, J&K who will appoint his senior most officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final. III. If any bidder or prospective bidder is aggrieved that any decision, action, omission of the procuring entity is in contradiction to the provisions of the Act/Rules of the guidelines issued there under; he may file an appeal to first & final appellate authority, i.e Secretary to Govt. Health & Medical Education department, J&K with in 10 days from the date of such decision, action, omission as the case may be, clearly giving the specific ground(s) on which he/she feels aggrieved. Fee for such appeal shall be Rs. 10,000/- (ten thousand only), 50% of which shall be refundable, if the decision is announced in his/her favour. IV. Any legal dispute shall be within the jurisdiction of Hon'ble High Court of Jammu / Srinagar (J&K).
7.2	Name & Address of the Bidder: Name and Designation..... M/S ..... Telephone No..... Telegram Code ..... Fax No..... Mobile No ..... e-mail address .....(email of responsible person be intimated)

SECTION III – QUALIFICATION AND EVALUATION CRITERIA

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Section III: Evaluation and Qualification Criteria

2. Qualification Criteria

The lowest evaluated bidder shall have the necessary qualifications to successfully fulfil its obligation under the contract. Minimum acceptable levels with regards to bidder's experience in supply of goods and related services with comparable technical parameters, its financial capability and other factors are defined.

Clause No.	Description
1.	**Contractual experience:-** The bidder shall be a original manufacturer; direct importer; (or) authorised representative of the original manufacturer/direct importer, who must have manufactured/ imported, supplied and installed such equipments in India satisfactorily. The list of such installations may be asked from the bidder and the bidder should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate).
2.	**Technical experience:-** The goods (similar) offered/ being procured by JKMSCL have been produced and sold for at least three years and have been in operation satisfactorily.
3.	**Production capacity :** The JKMSCL may fix the minimum supply and/ or production capacity required to assure that the bidder is capable of supplying the type, size and quantity of goods required. It should be dedicated quantity to JKMSCL on monthly and annual basis. Production capacity certificate be attached with uploaded document.
4.	**Financial position:-** The soundness of the bidders financial position showing long term profitability demonstrated through audited annual financial statement (balance sheet, income statement etc.) for last three years.
5.	**Cash Flow capacity :** The bidder should have sufficient availability of/ access to liquid assets, lines of credit and other finances to meet the possible cash flow requirement which may arise during the execution of the rate contract.
6.	**Litigation history:-** The information regarding all pending claims, arbitration, or other litigation is asked by the JKMSCL
7.	**Tax clearance certificates:-** The VAT/Sales Tax and other taxes clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'VAT' clearance certificate from the concerned commercial taxes officer, GST No. and the 'PAN' issued by income tax department.
8.	**Declaration regarding qualifications :-** Declaration regarding qualifications of the bidder shall be given in specified format provided in Section IV, bidding forms.

1. Evaluation Criteria

Clause No.	Description
1.	**Scope**
1.1	**Local handling and inland transportation:-**The cost for Inland transportation, insurance, related services, installation, commissioning, demonstration and other incidental costs for delivery of goods, or port of entry, or supply point to consignee site, schedule of supply shall be quoted in price schedule.
1.2	**Minor omission and missing items:-** Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of bids.
2.	**Technical Criteria:-**The minimum technical level that the goods and related services shall have in order to comply with the Section V, schedule of supply are specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical specifications of item. However, a minor deficiency in technical compliance may not be cause for rejection of the bid.
3.	**Economic Criteria: -** The economic criteria are most important when evaluating a Bid. The price, however, may not be the only criterion, as there could be technical evaluation that may be expressed in mandatory terms *i.e.* cost per test etc. The following may be examples: - 3.1, 3.2....
3.1	**Adjustment for deviations in the delivery and completion schedule: -** The deviation from the delivery and completion schedule specified in Section V, schedule of supply are permitted. No credit will be given for earlier completion.
3.2	**Operation and maintenance cost :** The operation and maintenance costs of equipments are taken into account for bid evaluation purposes. The methodology is elaborated at BOQ for determining lowest bid (L-1) Generally, the life cycle of equipment and its comprehensive maintenance period is defined in technical specifications. Presently, maintenance costs are evaluated at their present value over the life cycle of the goods and then added to the price of the goods for comparison of bids.
3.2	**Spare parts: -** Only those spare parts and tools which are specified on an item wise basis in the list of goods and related services Section V, schedule of supply shall be taken in account in bid evaluation. Supplier recommended spare parts for specified operating requirement shall not be considered in bid evaluation. **The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) /Indian items and CMC (wherever asked) i.e cost of main item + cost of Accessories + CMC = Total cost of equipment.**
3.3	**Performance and productivity of goods:-** The performance and productivity of the equipments shall be as per the reference value or norms specified in technical specification of an item and corresponding value guaranteed by the bidder in its bid.
4.	**Price preference:-**
4.1	The price preference (**applicable for SSI units of J&K State only**) shall be given in evaluation of bids and award of contract as per J&K Industrial Policy 2004 & 2016 and amendment made thereof from time to time.
4.2	**Taxes as** applicable, should be mentioned clearly and separately.

Section IV: Bidding Forms

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(To be submitted on Firms' letter head)

Annexure I

Technical Bid Submission Sheet (Cover 'A')

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

We, the undersigned, declare that:

1. I/We ……. ……have examined and have no reservations to the bidding document of NIB No. ..... dated.....including addenda/clarification No.:.....dated .....
   We offer to supply in conformity with the bidding document and in accordance with the delivery schedule specified in Section V, schedule of supply, the following goods and related services..... *Name of the item and Guarantee period plus CMC etc.* .....
2. Our bid shall be valid for a period of 120 working days from the date of technical bid opening in accordance with the bidding document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;
3. If our bid is accepted, we commit to submit a performance security in the amount of 5% of the contract price or as specified in bid document for the due performance of the contract;
4. Our firm, including authorised agent/dealer/ supplier for any part of the contract, have nationalities from the eligible countries;
5. I/We are not participating, as bidders, in more than one bid in this bidding process, in the bidding document;
6. Our firm, its affiliates or subsidiaries, including authorised agent/dealer/ suppliers has not been debarred by the Union Govt/any State Government or the procuring entity.
7. I/We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
8. I/We agree to permit the JKMSCL to ask any relevant documents. I/We shall be bound to provide the said relevant document within the specified period.
9. My/our quoted items..... *(Name of item)*.....fully comply with the technical specifications as per bid document Section V, schedule of supply.
10. **The following mandatory documents attached along with this technical bid Submission Sheet. The following documents/certificates/requirements are fulfilled:**

Item
Technical bid submission sheet (Annexure I)
Financial/Price Bid submission sheet (Annexure II) (Price to be quoted online only).
Self attested photocopy of IEC certificate and permission/ authorisation or sale from the foreign principal manufacturer (authorization letter of principal company) /principal manufacture
BIS License with schedule for ISI marked products quoted, if applicable

Self attested photocopy of quality certification USFDA/European EC/BIS as applicable.
GST No.
Latest Sales Tax clearance certificate/affidavit (up to dated 31.03.17) supported by balance sheets
Specify point of supply with full Address
Statement of Past Supplies & Performance (Annexure V)
Undertaking of non- debarring (on Non Judicial stamp paper of 100/-)
Declaration of bidder regarding qualification (Annexure VI)
Statement of plant & machinery, technical staff (as per license issued for the purpose)
Letter of acceptance for terms & conditions
Declaration of manufacturer/Direct Importer (Annexure VII)
Authorisation from foreign principal manufacturer (applicable in case of direct importer only) – (Annexure VIII)
Authorisation of the bidder by the firm (Annexure IX)
Average Annual turnover statement for past 3 years certified by chartered accountant/Concerned Department to be prepared as per returns filed with Central Excise Department alongwith copies of return filed with Central Excise Department (Annexure V).
PAN card
Name, photograph & specimen signature of the bidder or designated officer/ person who is authorized by the firm to bid and make correspondence with the JKMSCL. *Also attach photo ID.*
Verification Declaration (Annexure XI)

Note : The documents submitted at the time of registration of firm(only Registered Firms only) need not to be re-submitted. Only the documents, wherever the validity of the submitted documents has expired shall be uploaded.

11. I/we understand that our bid shall liable to be declared non responsive in case of any deficiency in fulfilment of above requirements on our part.

12. I/we accept all the terms, conditions and provisions of this bid document.

Name/Address..... in the capacity or.....*(Designation)*..... Signed.....
duly authorized to sign the bid for and on behalf of.....*(Name of Firm)*.....
Dated..... Tel:.....Fax:.....e-mail:.....

N.B : The original manufacturer/direct importer of the bidding items/their sole authorised representative/agent shall execute tri-partite agreement with the Corporation i.e JKMSCL, iner-alia, stating that :

i. The invoice submitted by the authorised representative/agents for such supplies shall be endorsed by the original manufacturer/direct importer of bidding items. Original copy of the delivery challan of the manufacturer towards distributor for such supplies shall be endorsed along with invoice

submitted by Authorised representative/agent.

ii. JKMSCL may secure confirmation/or authenticating of such supplies from manufacturer/direct importer before releasing the payment.

iii. **No original manufacturer/direct importer shall be allowed to authorize more than one agent/representatives to bid, to negotiate/to raise invoice or to receive payments & to enter into tripartite agreement with regard to business against this specific tender**.

iv. In case, original manufacturer/direct importer wish to authorise any dealer/supplier to bid, to negotiate, to raise invoice to receive payments on behalf of original manufacturer/direct importer/against invoice raised by dealer, **Annexure IX duly filled shall need to be uploaded alongwith e.bid ; otherwise no representation in this matter shall be entertained in the later stage.**

(To be submitted along with required fees) **Annexure II**

Financial/Price Bid Submission Sheet (Cover 'B')

To:

Managing Director
Jammu & Kashmir Medical Supplies Corporation J&K

I/We ……. the undersigned, declare that:

1. I/We have examined and have no reservations to the bidding document, including Addenda No.:..... dated ……., if any
2. I/We offer to supply in conformity with the bidding document and in accordance with the delivery schedule specified in Section V, schedule of supply, the following goods and related services.....(*Name of equipments/items with* guarantee *and CMC etc.*).....;
3. The prices of said equipment/item(s) are uploaded electronically in BOQ on website www.jktenders.nic.in in as per instructions provided;
4. The uploaded financial bid checked, confirmed and found as per bid instructions;
5. The copy of demand draft as per ITB (instructions to bidder) with respect to bid security and cost of bidding document and processing fee are enclosed as detailed below:-
   (i) Bid Security : Rs.100000/- (one lac only) (proof to be attached if paid through RTGS)
   (ii) Cost of bidding document: Rs. 1000/- (non refundable)
   (iii) JKMSCL processing fee : Rs. 9000/- (non refundable).
6. I/We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. I/We agree to permit the JKMSCL to ask any relevant document. I/we shall be bound to provide the said relevant document within the specified period.
8. I/We accept all the terms, conditions and provisions of this bid document.

Name/Address..... In the capacity or.....(*Designation*)..... signed..... duly authorized to sign the Bid for and on behalf of.....(*Name of firm*)..... dated..... Tel:.....Fax:.....e-mail:.....

Annexure III

ITEM WISE FINANCIAL BID (BOQ)
For Uploading Rates of Equipment

S.No.	Item Description	Item Code	Unit	Qty	Currency type	Basic Equipment cost for one unit	CGST	SGST	IGST	Cess if any	Net Rates	Total Amount including Taxes
1	2	3	4	5	6	7	8	9	10	11	12	13
	Main item											
	Accessories/ Indian items											

CMC for Ist Year	CMC for 2nd Year	CMC for 3rd Year	CMC for 4th Year	CMC for 5th Year	Total amount including CMC
14	15	16	17	18	19

Signature

Date

Note: -

1. The rate quote should be as per BOQ.
2. Taxes should be separately shown.
3. Rate should be quoted only for packing units as mentioned in the bid
4. No quantity or cash discounts should be offered.
5. Read all the terms & conditions before filling the Annexure III.
6. Please quote rates in absolute amount only.
7. Please quote rates per unit only
8. Finalization of the rates shall be made on the basis of price quoted in BOQ including CMC of five years i.e Total amount including cumulative CMC for 05 years (after 05 years guarantee period)
9. Custom duty, if applicable shall be indicated separately.
10. The final rates quoted at Column No. 19 shall be considered as final rates and shall be considered for evaluating financial bid. L1 rate shall be finalised on the basis rate + CMC and taxes as applicable at the time of execution.
11. **The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) and CMC (wherever asked) i.e cost of main item + cost of Accessories/Indian items + CMC = Total cost of equipment.**

PLEASE DON'T WRITE 00 AGAINST THE ITEMS FOR WHICH YOU DIDN'T WISH TO QUOUTE ; INSTEAD, DO WRITE "NOT QUOTED" AGAINST THE SAID ITEM; AS THE SYSTEM TAKES RS. 00.00 AS L1.

Annexure IV

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 accept condition of g a u r a n t e e 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.
7. I/We hereby confirm that we have deposited all the VAT/Sales Tax / CST/all applicable taxes as on dated …….. w ith the concerned authority/department. No VAT/CST is due on the firm as on dated …….
8. 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.

Signature of authorized signatory

Place:

Dated:

Name and signature of bidder

Designation with seal

Annexure V

(On Firm's letter head& notarised)

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

(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:.....
   ....
   .....

Demand Draft of Rs..... ...bearing No. .....dated ..... as appeal fees

Place .....
Dated .....

Appellant's signature

Annexure VI

(To be submitted on non judicial stamp paper of Rs. 100 & notorised)

Declaration by the Bidder regarding Qualifications

In relation to my /our bid submitted to Managing Director, JKMSCL, J&K for procurements of ..... *(name of items)* .....in response to their Notice Inviting Bids No.....,. Dated..... I/We hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in bidding document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended and not the subjected of legal proceedings for any of the foregoing reasons;
4. I/We do not have and our directors and officers not have been convicted of any criminal offence related to my /our professional conduct or the making of false statement or misrepresentations as to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, rules and the bidding document which materially affects fair competition;

Dated:
Place:

Signature of bidder
Name:
Designation:
Address:

Annexure VII

((To be submitted on non judicial stamp paper of Rs. 100 & notarised)
)

Declaration of Manufacturer/Direct Importer

Date:_____
NIB No.:_____

I/We a legally constituted firm/body.....*(Name of Firm/Company with address)*..... and represented by Mr.....(*Name of Bidder/Sale proprietor/ CMD/ Chairman)* ..... declare that I am/we are manufacturers/direct importer in the goods and related services for which I/we have bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security may be forfeited in full and the bid if any to the extent accepted may be cancelled.

I/we further declare that the item.....*(Name of item)* .....is manufactured/imported at our premises at ..... *(Address of factory & office)* ..... signed..... name..... in the capacity of..... duly authorized to sign the authorization for and on behalf of.....(*Name of sale proprietor/firm/company)*..... Tel: ....

Fax: .....

E-mail: .....

Dated: .....

Annexure VIII

(On the letterhead of manufacturer and notarized)

Authorisation from foreign principal manufacturer

(Applicable in case of direct importer only)

The Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited
J&K

Subject: Regarding authorisation for our products.
Ref.: Your NIB no. .....dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/S.....*(Name of firm)*..... who are proven and reputable manufacturers .....*(Name of item)*.....having factory at ..... *(Address of Factory and Office)*..... hereby authorize M/S..... *(Name of Bidder firm)*.....to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid documents/NIB for the above goods manufactured by us.

I/we further confirm that no supplier or firm or individual other than M/S.....*(Name of bidder firm),* is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid documents for the above goods manufactured by us.

I/we also hereby extend our full guarantee, CMC as applicable as per bid conditions of contract, read with modifications/addendum, if any, in the general/special conditions of contract for the goods and services offered for supply by the above firm against this bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm.

This authorization shall be valid till the completion of rate contract period and related services i.e. guarantee and comprehensive maintenance obligations, etc., whichever is later.

Yours faithfully,

(Name & Signature)..... *verification and signature by bidder*

For M/s ..... Seal and address of bidder

AUTHORISED SIGNATORY

Accepted by the authorized Bidder Mr.....*(Signature, Name & Address)*.....

Annexure IX

(On the letterhead of manufacturer and notarized)

Authorisation of Bidder by the Firm

The Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited
J&K

Subject: Regarding authorisation of bidder by the firm Ref.:
Your NIB no. .....dated.....

Name of items.....

Dear Sir,

I/we.....(Name).....for M/s.....*(Name of firm)*..... who are proven and reputable manufacturers .....*(Name of item)*.....having factory at .....*(.Address of Factory and Office)*..... hereby authorize Mr..... *(Name & Designation of Bidder)*.....to submit a bid, process the same further, to raise invoice, enter into a tripartite contract with you against your requirement and to receive payments, on their behalf as contained in the above referred bid documents/NIB for the above goods manufactured by us.

I/we further confirm that no individual other than Mr.....*(Name & Designation of Bidder),* is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents for the above goods manufactured by our Firm.

I/we also hereby extend our full consent, as applicable as per bid conditions of contract, read with modifications/addendum, if any, in the conditions of contract for the goods and services offered for supply by the authorized bidder/signatory against this bid document.

In case of default of authorised dealer (or) otherwise, I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm & penalty, if any, for non-execution of contract by the authorised dealer/supplier shall be borne by us.

This authorization shall be valid till the completion of the rate contract period and related services ie. guarantee etc., whichever is later.

The attested photocopy of photo ID/voter ID/driving license/any other equal document for authorised person is enclosed here.

Yours faithfully,

(Name & signature of chairman).....
For M/s .....
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....*(Signature, Name & address)*.....

Annexure X

(On Firm's letter head& notorised)

ANNUAL TURN OVER STATEMENT

The average annual turnover of M/S..... *(Name of Firm)*..... and address ..... for the past three years are given below and certified that the statement is true and correct:-

It is further certified that the Annual Turnover Statement has been prepared strictly as per returns filed with Central Excise Department for the year 2014-15, 2015-16 & 2016-17 and shall be responsible, if any variation/discrepancy is found during evaluation /later stage.

Sl. No.	Financial Years	Turnover in Lakhs (Rs.)
1.	2014-15 -	
2.	2015-16 -	
3.	2016-17 -	
	Total -	_____Lakhs

Average gross annual turnover _____Lakhs

Note :

1. To be prepared strictly as per returns filed with Central Excise Department & the stamen should be supported with returns filed for the last three financial years.
2. The turnover should be supported by the balance sheets of the respective years.
3. The Certificate issued by Central Excise Department shall also be considered for turn over certification.
4. **The Average Annul Turn Over required for the item(s) pertaining to the Group "Machinery & Equipment" is as per Table 1. Only the bid(s) falling under the category as specified under Annual Turnover is accepted. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected.**

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant
(Name & Address.)
Tel. No.

Annexure XI

(To be submitted on non judicial stamp paper & notorised)

DECLRATION REGARDING 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 I to Annexure X** and other information submitted for bid no. ..... are true and correct to the best of my knowledge and nothing has been concealed therein.

In case, any variation/discrepancy/wrong declaration is found during scrutiny at later stages, I/We shall be held personally responsible & JKMSCL may take any action including blacklisting/debarring of my/our firm for a period not less than 05 years

Signature of bidder.....

Name: .....

Address: .....

Mobile no.....

e-mail address.....

Section V: Schedule of Supply

Table of Contents

Section V: Schedule of Supply

Clause No.	Description
1	**List of goods and related services**
1.1	Name of item.....
1.2	Related services are delivery, local transportation, installation, commissioning, demonstration and training etc.
1.3	Guarantee period starts from the date of successful installation for a period of five years.
1.4	Comprehensive maintenance contract shall be executed for a period of five years from the date of completion of guarantee period. However, JKMSCL may, if deemed fit, enter into third party agreement under comprehensive equipment maintenance programme, Govt. of India.
2	**Delivery and completion schedule**
2.1	**SUPPLY ORDERS AND SUPPLY SCHEDULE:**
2.1.1	Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of e mail/fax/other communication shall be treated as the date of order for calculating the period of execution of order. The successful bidder shall execute the orders within a delivery period of 60 days or as specified in the supply order from the date of issuing supply order and handing over of space with the availability of power & other requisite installations by the end users.
2.1.2	In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.
2.1.3	The successful bidder shall acknowledge the receipt of orders, if any, within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. However finalization of annual Rate contract does not mean mandatory issuance of supply order. Supply order shall be as per the requirements of items at various end-users.
2.1.4	The Site of delivery shall be Super Speciality Hospital, Jammu and Psychiatric Disease Hospital, Srinagar. The bidders can visit the site after seeking permission from the competent authority before quoting their rates.
2.1.5	To ensure sustained supply without any interruption, the JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders on L1 matched rates only. In such a case, the requirement may be met by dividing be quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders.
2.1.6	The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders.
2.1.7	It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.
2.1.8	The figures indicated, if any, do not constitute any commitment on the part of JKMSCL to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
2.2	**PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**
2.2.1	If the JKMSCL procures less than the quantity indicated in the bidding documents (if asked) the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
2.2.2	If the bidder fails to supply, the JKMSCL shall be free to arrange / procure the item(s) from other sources and the extra cost incurred shall be recovered from the supplier.

2.3	**SUBMISSION OF CONTRACT COMPLETION REPORT**
2.3.1.	A consolidated statement shall be submitted to General Manager, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.
2.3.2	Firms shall have to submit consolidated statement in duplicate at the end of rate contract as well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the contract /supplier about the defect (s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment of defective performance registered immediately with the office of JKMSCL.
2.5	**PACKING & INSURANCE:**
2.5.1	The good 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, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
2.5.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. 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.
2.5.3	The material received with damaged packing (or) without packing as per terms & conditions of NIT (or) in damaged state, shall be liable to the minimum penalty of 2.5% of the value of the damaged item (or) quantity received with damaged packing. Further 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.
2.5.4.	**Packing specifications** Schedule for packing – General specifications 1. All items should be packed only in first hand boxes only. 2. Label: Every box should carry a large outer label clearly indicated that the product is for **"JKMSCL Supply" for the year 2017-18, "Not for Sale "** and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters. 3. Other: No box should contain mixed products. **Note: The weight/size of the box for packing the item may vary for the safe delivery/installation of equipment. Any deviation in the packing, if necessary shall be made after getting permission from JKMSCL.**
2.6	**REJECTION OF GOODS:**
2.6.1	Articles not as per specification/ or not approved shall be rejected by the corporation / consignee and will have to be replaced by the supplier firm at its own cost within 15 days or with time limit fixed by the corporation.
2.6.2	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/specifications/ 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/specifications. The decision of JKMSCL as to the quality of stores is final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard, that 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.
2.6.3	The rejected item must be removed by the firm, within 15 days of the date of intimation of

	rejection. The officials concerned shall take reasonable care of such material upto 15 days from the date of intimation only but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises. In case firm fails to remove the items within fifteen days, JKMSCL shall have full right to get the said item(s) removed & destroyed at the cost & risk of supplier/bidder, without any further correspondence. The destroying charges as per the actual plus 1% penalty shall be deducted from any amount payable to the firm.
2.6.4	No payment shall be made for defective/incorrect items.
2.6.5	In case firm wants to take back item to their service station for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. In no case the defective equipment is allowed to be installed after rectification.
2.6.7	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 in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.
2.7	**TERMS OF PAYMENT:-**
2.7.1	**90% payment shall be made within 30 days of supply, installation & successful commissioning to the satisfaction of the committee of JKMSCL. 10% after the completion of six months training of the staff onsite/at company's location. If installation is not possible in three months due to non preparation of the site for installation, the end user shall give certificate in this regard and 90% of the payment shall be released after submission of Bank Guarantee valid upto installation and commissioning of equipment. The qualified bidders shall visit the office of the end user to ensure the preparation of site immediately after issuance of LOI.** Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee 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. 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. **In case of Imported item(s), LC for 100% payment shall be issued.**
2.7.2	Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
2.7.3	Payment to the authorised dealer/supplier/agent shall be made as per the tripartite agreement with the Corporation i.e JKMSCL on the basis of Annexure IX to be uploaded alongwith e.bid.
2.7.4	No advance payments towards cost of items shall be made to the bidder.
2.7.5	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.
2.7.6	If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Managing Director JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. In case this reduction of rates comes to the knowledge of JKMSCL in later stage, additional payment made w.e.f of the details of rates shall be charged from the firm with 1.5% monthly interest from the date/till rates have been reduced besides action as desired fit by JKMSCL which may be debarring/any other penalty as per penalty clause.
2.7.7	In case of any enhancement in excise duty due to notification of the Government after the date

	of submission of bids and during the bid period, the quantum of additional excise duty so levied shall be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned excise authorities for having paid additional excise duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
2.7.8	In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.
2.7.9	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment shall be made / decided by JKMSCL. In that case, the firm has to inform JKMSCL immediately.
2.8	**LIQUIDATED DAMAGES:**
2.8.1	The time specified for delivery in the bid 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.
2.8.2	In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :- (a) Delay up to one- fourth period of the prescribed delivery period - **2.5%** (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - **5%** (c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - **7.5%** (d) Delay exceeding three- fourth of the prescribed period **-10%** Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.
2.8.3	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to Managing Director JKMSCL, J&K, for the same immediately on occurrence of the hindrances 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 by corporation after sanction of extension in delivery period.
2.8.4	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without liquidated damage.
2.8.5	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 at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. 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. 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 corporation/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 from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
2.8.6	LD for damaged packing or loose packing equivalent to 2.5% of the value of the products received with damaged packing or in loose packing or with packing not conforming to the terms

	and conditions, specified in the tender document.
2.9	**RECOVERIES:-**
2.9.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, action will be taken as per prevailing Acts/rules in J&K State.
2.9.2	Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.

3. Technical Specifications:

Annexure: AVI (specifications)

General features:

i. **Bidders are requested to send printed descriptive literature/catalogue of the quoted items duly sealed by MD/Chairman/authorised signatory of the firm/bidder in the office of Jammu and Kashmir Medical Supplies Corporation Ltd. one day prior to last day of uploading of the bid.**

ii. If bidder supplied to or have rate contract of quoted items with any other Govt. institutions within one year, he may be asked to provide copies of purchase orders, invoices and rate contract.

4) .Drawings if any

5. Inspection and Tests

Clause No.	Description
5.1	**INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-**
5.2	The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost.
5.3	Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order.
5.4	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier.
5.5	The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. .
5.6	In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.

Section VI A: - General Conditions of Contract (GCC)

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SECTION VI A: - GENERAL CONDITIONS OF CONTRACT (GCC)

Bidder should read these terms & conditions carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the bid notice/ catalogue, he should refer these to the Jammu and Kashmir Medical Supplies Corporation, J&K, before submitting bids and obtains clarifications. The decision of the Managing Director Jammu and Kashmir Medical Supplies Corporation, J&K shall be final and binding on the bidder. The clauses of terms & conditions are as follows:-

Clause No.	Description
1.	**Definitions**
	The following words and expressions shall have the meanings hereby assigned to them: **'Act/Rules'** means Acts & rules prevailing in J&K State in terms of procurement. **'Completion'** Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract. **"Contract"** Means the Agreement entered into between the procuring entity and supplier, together with the contract documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. **"Contract Documents"** Means the documents listed in the agreement, including any amendments thereto. **"Contract Price/Rate"** Means the price payable to the supplier as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract. **"Day"** Means calendar day. **"Delivery"** Means the transfer of the goods from the supplier to the procuring entity in accordance with the terms and conditions set forth in the contract. **"GCC"** Means the general conditions of rate contract. **"SCC'** Means the special conditions of rate contract". **"Goods"** Means all of the commodities, raw material, machinery and equipment, documents, warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract. **"Procuring Entity"** Means the entity purchasing the goods and related services, Managing Director Jammu and Kashmir Medical Supplies Corporation, J&K, or as specified in the special conditions of the contract (SCC). **"Related Services"** Means the services incidental to the supply of the g oods, such insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the supplier under the contract. **"Subcontractor"** Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the goods to be supplied is subcontracted by the supplier. **"Supplier"** Means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the procuring entity and is named as such in the agreement, and includes the legal successors or permitted assigns of the supplier. **Authorised agent :** Means the natural person, proprietor or Govt entity, duly authorised by the Managing Director/Prop/Chairman/Board of Director of original manufacturer/direct importer under their seal signatures duly notarized ; to bid, negotiate, raise the invoice, receive the payment against the supplies made, enter into tripartite agreement within the Corporation i.e JKMSCL, inter-alia. **Authorised signatory :** Means the natural person authorised by the proprietor, Managing Director/Chairman/Board of Director of original manufacturer/direct importer under their seal signatures duly notarized to sign on behalf of the company. **"The Site"** where applicable, means the place of delivery, installation, testing/ commissioning of the goods /equipment or machinery or as mentioned in the supply order. **"Consignee"** Means the receiver of the stores as mentioned in supply order.
2.	**General terms**
2.1	Bids are invited from Indian manufacturers /direct importers/distributors/authorized dealers of

	the original manufacturer/direct importer.
2.2	Bid shall have to uploaded as per schedule, to JK e-portal : www.jktenders.gov.in. At any time prior to the date of uploading of bid, bid inviting authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, bid inviting authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the bid inviting authority.
2.3	Supplies shall be made directly by the bidder to be called as "Supplier" after finalization of rate contract, and suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
2.4.1	Direct importer should authenticate import/sale license for the product quoted in the bid issued by the competent authority.
2.4.2	In case, the item/product is supplied through authorised agent/dealer, product manufacturing permission, import/sale license of the principal manufacturer (s) direct importer (s) shall have to be uploaded along with technical bid.
2.5	Bid shall be have to be loaded on e-portal i.e www.jktenders.gov.in submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation, J&K
2.6	The bidder shall also submit the following documents and certificates along with the bid as per technical bid submission letter , However the documents submitted for the registration of firm, **needs not be re-submitted** :- **(i)** A combined undertaking/declaration regarding that the quoted item : a. Model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else, b. That the bidder is not black listed or banned or debarred by central or any state government or its append gages, c. Availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation. Note : Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of J&K or by any other State/Central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s). **(ii) The bidder, in case of dealer of the manufacturer/direct importer shall submit fresh authorization of the manufacturer/direct importer duly authenticated and notarized.** **PLEASE ALSO NOTE THAT: -** (A) All attested documents must be submitted in English language. If the documents are not in English, translated version of the same, in English, duly signed and attested by authorized translator must be submitted along with copy of original document. (B) All the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/ stored for supply.
2.7	Financial Bid duly filled in (Annexure III/BOQ) giving the rates for quoted items should be uploaded through e portal www.jktenders.gov.in. The rate should not be disclosed/uploaded in the technical bid. **Rates uploaded along with technical bid shall means out rightly rejection of bid of the concerned person.**
2.8	The required amounts towards cost of bid document and tender processing fee shall be deposited through demand draft & the EMD in form of FDR/CDR/BG pledged in favour of Chief Accounts Officer, JKMSCL the in the corporate office of Jammu and Kashmir Medical

	Supplies Corporation, Jammu/Srinagar 01 day before the last date and time of bid submission. All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the JKMSCL on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.
2.9	(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the articles of association of the bidder company. (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Jammu and Kashmir Medical Supplies Corporation, J&K and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
2.10	The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then scanned copy be uploaded on the e.portal https://www.jktenders.org except the final bid **(BOQ).**
3	**BID SECURITY:**
	(i) Bid shall have to be accompanied with a scanned copy of FDR/CDR/BG as bid security. However, the FDR/CDR/BG as bid security shall have to be submitted before the opening of technical bid with a validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. (ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:- (a) the expiry of validity of bid security; (b) the cancellation of the procurement process; or (c) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted. (iii) The bid security lying with the JKMSCL in respect of other bids awaiting approval or rejection or on account of contracts being completed, shall not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item. (vi) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned / debarred. Report with police station may also be filed against such bidder/his representative.
4	**FORFEITURE OF BID SECURITY: -**
	The bid security shall be forfeited if: (i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid, (ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder), (iii) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement, (iv) The bidder fails to commence the supply of the items as per supply order within the time prescribed, (v) The bidder fails to submit samples/demonstration of quoted item on demand (vi) The bidder violates any of the terms & conditions of the bid document.
5	**WARRANTY CLAUSE:-**

	(i) The bidder would guarantee that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and performs as per descriptions, from the date of delivery/ installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise. (ii) The bidder shall, during the Guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative. (iii) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall have to ensure that consumables required for the maintenance of machine/equipment are being supplied free of cost during warranty period. The adequate regular supply of spare parts and consumables per incident for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise shall be ensured. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment. In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Jammu and Kashmir Medical Supplies Corporation, J&K along with interest to the tune of 1.5% per month from the date of release of payment . The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test / inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.
6	**MARKING**
	All items and accessories supplied should bear marking "JKMSCL SUPPLY 2017-18 (engraved or non removable material) , NOT FOR SALE, " or as mentioned in supply order in English, without which the supply will not be entertained. JKMSCL may ask change in art work to be printed on the item at any stage of the contract.  JKMSCL SUPPLY (17-18) NOT FOR SALE
7	**APPLICABILITY OF TAXES**
	C-Form shall be issued by JKMSCL for charging GST at concessional rate against supplies made as per order. The invoice should show the concessional rate of GST separately.

8	**COMPARISON OF RATES:**
	(i) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire period of contract. (ii) Consignee may be located at a district headquarter (except equipment/ machinery requiring installation and commissioning, the place may be any other station) or as directed by Jammu and Kashmir Medical Supplies Corporation Limited, J&K and the rates must be quoted accordingly. No cartage or transportation charges shall be payable. (iv) The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement. (v) In the event of any subsequent variation (increase or decrease) in the rate of excise duty, VAT **or** CST by the government (state or central), the same will be admissible accordingly. (vi) If the rates of item quoted are found same from two for more bidders, then the bidders shall be asked to submit revised financial bid, containing reduced rates within given time by Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited, J&K. (vii) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account. (viii) No part of the bid document should be detached / deleted. (ix) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice. (x) **For comparison of rates, the average comprehensive annual maintenance charges shall be added to the rate quoted for the equipments, if comprehensive annual maintenance is applicable.**
9	**SUBMISSION OF SAMPLES/CATALOGUES AND DEMONSTRATION**
	(i) Catalogues/samples of the quoted item(s) must be sent free of cost to JKMSCL even though the specifications or description etc. are mentioned in the bid form are complied. (ii) Samples of items(s) should be collected back from the JKMSCL, J&K within 15 days from the date of finalization of list of successful bidder/demonstration of product before the expert panel. The corporation shall not be responsible for any damage, wear and tear or loss during the course of testing / examination, etc. The corporation would retain the sample of approved item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear and tear or loss in this period. The corporation shall not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation. (iii) The bidder may be asked to demonstrate the technique, procedure and utility of item as per specifications given in the bid document before the technical committee constituted by the Corporation for the purpose. In case of heavy equipment, the demonstration may be carried out at the nearby place where the equipment has been installed by the bidder. In that case, the decision of the technical committee shall be final. The firm shall keep ready the quoted item and arrange all logistics within the time frame as and when asked by the JKMSCL. After the due date, no request of the bidder/firm shall be entertained for demonstration. (iv) Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below: a. Name and full address of the firm

b. Catalogue no. and name of the item
c. Name of section
d. Name of manufacturer
e. Brand

(v) No change in marking on sample will be allowed after the submission of the sample.

10 PERFORMANCE SECURITY (P.S.) AND AGREEMENT:

(i) The successful bidder shall submit the original copy of Bid document signed on each page **at the time of agreement**. However, while uploading the technical bid, only the declaration regarding acceptance of terms & conditions shall be uploaded.

(ii) The period of rate contract shall be 12 months from the date of issuance of rate contract. The Managing Director, JKMSCL can extend the original rate contract subject to original terms and conditions for a period deemed fit by them, but not exceeding three months, for which the bidder shall abide.

(iii) Successful bidders, whose offers are accepted, shall have to deposit performance security @5% of the value of the supply order in favour of Chief Accounts Officer, JKMSCL within 15 days from the date of issuance of letter of intent. The performance security shall be deposited in the form of FDR/CDR/B.G (Bank Guarantee). However, the bank guarantee shall be for a validity period of six months, beyond the guarantee period sought for the item.

(iv) In case of successful bidder(s), the amount of bid security shall be adjusted for performance security for the supply order placed to the firms/bidders. The amount of performance security, if exceeds the bid security, it shall be deposited by the firm against the supply orders issued from time to time.

(v) The firm may submit bank guarantee issued by any scheduled/nationalised bank. The minimum validity of bank guarantee should be six months after completion of guarantee period for the item.

(vi) The Performance Security: The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The payment shall not be released against supplies untill the additional Performance Security due is deposited by the supplier or additional.

(vii) The performance security shall be refunded after six months after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder subject to guarantee provisions.

(viii) It is to be noted that earlier year's bid security and performance security, even if lying in the JKMSCL shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited. The JKMSCL shall pay no interest on bid security or performance security amount.

(ix) Successful bidders shall have to execute an agreement on a Non-Judicial stamp paper of an amount mentioned in the offer letter, in the prescribed form with the JKMSCL and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, Managing Director JKMSCL, J&K may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of contract under this agreement shall be for a period as mentioned.

(x) The bidder shall furnish the following documents at the time of execution of agreement:-

(i) Attested copy of partnership deed in case of partnership firms.

(ii) Registration number and year of registration, in case partnership firm is registered with registrar of firms;

(xi) Address of residence and office, telephone numbers, in case of sole proprietorship with :

	(i) Registration issued by registrar of companies under Registrar of companies Act 1956, in case of company. (ii) Comprehensive maintenance agreement, if applicable. (xiv) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by JKMSCL, J&K and decision of Managing Director JKMSCL J&K shall be final. (xv) The rate contract can be repudiate/rejected at any time by the Managing Director JKMSCL, J&K if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Managing Director JKMSCL, J&K may terminate the agreement of contract at any time without notice/intimation to the successful bidder.
11	**SUPPLY ORDERS:**
	(i) Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of letter of communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 60 days or as specified in the supply order. (ii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. (iii) In case of imported items, 30 days shall be given in addition to above mentioned period, (iv) Except, for equipments / machinery, which requires installation / commissioning, all other supplies shall have to be to FOR district drug warehouse only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be JKMSCL. (v) To ensure sustained supply without any interruption, the Managing Director, JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders as matched L1 supplied at matched L1 rates. In such a case, the requirement may be met by dividing be quantity among the rate contract holders considering the quantity required and dedicated capacity of the successful bidders. (vi) The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders. (vi) It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.
12	**SUBMISSION OF CONTRACT COMPLETION REPORT**
12.1	A consolidated statement shall be submitted to General Manager, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.
12.2	Firms shall have to submit consolidated statement in duplicate at the end of rate contract well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable JKMSCL to examine the case for refund of performance security.
12.3	The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/dealer with copy to JKMSCL for further follow up..
13.	**TERMS OF PAYMENT:-**
	(i) Only after the receipt of certificate of satisfactory installation/commissioning of the equipment/machinery, as well as training of personnel's of institution/speciality in handling

	of the machine, duly signed by the technical panel constituted by the corporation, duly authenticated by the HODs of the end user institute/speciality, the file for payment of the said equipment(s) shall be processed. (ii) **90% payment shall be made within 30 days of supply or installation whichever is earlier. 10% against bank guarantee, if installation not possible in three months due to non preparation of the site for installation**. (iii) In case of delayed supplies, deduction of liquidated damages as per provisions shall be made from payments. The firms shall seek time extension from the JKMSCL before delayed dispatch of supplies. (ii) Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm. (iii) No advance payments towards cost of items will be made to the bidder. (iv) 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. (v) Payment(s) to authorised dealer/agents shall be made as per tripartite agreement only. (v) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. (vi) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned excise authorities for having paid additional excise duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder. (vii) In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason. (viii) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by JKMSCL
14	**LIQUIDATED DAMAGES:**
	(i) The time specified for delivery in the bid 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 JKMSCL. (ii) In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :- (a) Delay up to one- fourth period of the prescribed delivery period - 2.5% (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5% (c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - 7.5% (d) Delay exceeding three- fourth of the prescribed period -10% fraction of a day in reckoning

	the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%. (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to JKMSCL for the same immediately on occurrence of the hindrances 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 by JKMSCL after sanction of extension in delivery period. (iv) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage that too after thorough consideration by the Managing Director, JKMSCL. (vi) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval from 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. 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 corporation/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 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period. (vii) LD for damaged packing or loose packing equivalent to 2.5% of the value of the products received with damaged packing or in loose packing or with packing not conforming to the terms and conditions, specified in the tender document.
15	(i) JKMSCL shall procure the machinery & equipment for the Health & Medical Education Institutes of J&K State, inter-alia. (ii) The funds shall be transferred to JKMSCL with indent form and supply orders shall be placed by JKMSCL to suppliers.
16	**RECOVERIES**
	(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, recourse will be taken under or any other law in force. (ii) Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.
17	**INSPECTION:-**
	(i) The equipments supplied shall be according to specifications provided at Section IV (3) schedule of supply and may be inspected by the technical panel/team constituted for the purpose by JKMSCL deemed fit on the site of manufacturer (in case of Indian manufacturer)/

	importer (importer site). The manufacturer/importer shall facilitate the demonstration of the said machine/equipment/on the site only. After the receipt of "Certificate of satisfaction" from the technical panel, the supply order shall placed. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The machine/equipment shall be further inspected at the time of installation/commissioning at site i.e the end user site. The supplier shall provide all facilities for inspection/testing free of cost. (ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his representative may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract. (iii) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the JKMSCL, J&K within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection / testing charges, if any, shall be borne by the supplier. (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval. (v) In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.
18	**PACKING AND INSURANCE**
	(i) The goods will 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, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred. (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. 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 JKMSCL and the same shall not be returned to him.
19	**REJECTION**
	(i) Articles not as per specifications/or not approved shall be rejected by the JKMSCL and will have to be replaced by the supplier firm at his own cost within 15 days or as time limit fixed by the JKMSCL. (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 Managing Director JKMSCL as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that 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) The rejected item 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. (iv) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items 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 performance security as per condition No. 18). Joint inspection of defective material may be carried out as required by the JKMSCL. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS. (v) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. 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 in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.
20.	**CORRECTION OF ARITHMETIC ERRORS**
	Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis: (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.
21	**PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**
	(i) The quantity of equipments and instruments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract. (ii) If the Managing Director JKMSCL J&K procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract. (iii) If the Bidder fails to supply the Managing Director JKMSCL J&K shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
22.	**PARALLEL RATE CONTRACT**

The JKMSCL may also execute parallel rate contract to with more than one firm for each item on the lowest approved rates on the same terms and conditions, if the original lowest one each not in a position to supply material as per JKMSCL requirement.

(i) To ensure sustained supply without any interruption, the bid inviting authority reserves the right to approve more than one supplier to supply the requirement among the qualified bidders.

(ii) Orders will be placed with Lowest I (L-1) firm. However in case of any exigency at the discretion of the bid 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 rates (L1), terms and conditions.

(iii) After the conclusion of financial bid opening (Cover B) the lowest offer of the bidder is considered for negotiation and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the bid has been invited.

(iv) The bid who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the required quantity of such item on depositing the required amount performance security and on execution of the agreement such bidder is eligible for the placement of supply orders.

(v) JKMSCL will inform the L-1 rate to the bidders who had qualified for financial bid (Cover B) opening, inviting their consent to match with the L-1 rates for the item/items quoted by them and the bidders who agree to match L-1 rate, will 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 rates (L-1 rates).

(vii) The supplier, on receipt of the supply orders deems that the purchase orders exceeds the production capacity declared in the bid documents and the delay would occur in executing the order, shall inform the JKMSCL immediately without loss of time and in executing the order, shall be returned within 7 days from the date of issuing order, 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 / intimated JKMSCL about his inability / delay in supply as per the supply 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 shall execute necessary agreement indicating the production capacity as specified in the bid 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 place 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 flowed 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 bid and all provisions of the bid document applicable to L-1 rate bidder will apply 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 then and in such cases the supplier is liable to indemnify JKMSCL, without 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) Parallel rate contract may be concluded as described above during any time / currency of rate contract subject to matching of L-1 rates, price fall clause and on same terms and

	conditions.
23	**VALIDITY OF BID:**
	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
24	**PRICE ESCALATION:**
	Price escalation or p rice variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
25	**SUBLETTING OF CONTRACT:**
	Subletting or assigning contract to third party is prohibited. In the event of bidder violating this condition, the Jammu and Kashmir Medical Supplies Corporation Limited 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.
26	**FALL CLAUSE:-**
	(i) The prices under contract shall be subject to price fall clause. 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 in the state of J&K. 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 JKMSCL, J&K and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply 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.
27	**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 an 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. **Conflict of Interest :** The bidder 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.
28	All correspondence in this connection should be addressed to the Managing Director JKMSCL, J&K. Technical questions should be referred to the Managing Director JKMSCL, J&K direct by correspondence or by personal contact.
29	(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) Managing Director JKMSCL, J&K 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.
30	No action on the letter head of the bidder /firm regarding any complaints against the JKMSCL will be considered unless the letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.
31	(i) 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. (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.
32	The 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.
33	**SMALL GRIEVANCE**
	Small Grievance regarding interpretation of any clause of the contract/agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification**.**
34	**ARBITRATION**
	34.1 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. 34.2.1 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 34.2.2 The other party shall, within thirty days of issuance of dispute notice issued, furnish: I. Counter claim and defences, if any, regarding the dispute; and II. All written material in support of its defences and counter claim 34.2.3 Within thirty days of issuance of notice by any party pursuant to para 29.1.2 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. 34.3 Dispute Resolution: Besides, as referred above in para 29.1.3 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
35	The 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 for the stores detailed in Table I is also reserved by the Managing Director JKMSCL, J&K

36	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
37	The bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in toto. The Signing of **Annexure A1** shall be treated as acceptance of all the terms and conditions of the bid document.
38	The Managing Director JKMSCL, J&K may relax or change/ modification in terms and conditions in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from Purchase committee of Managing Director JKMSCL, J&K as the case may be.
39	**JURISDICTION:-** All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in J&K only.

Section VI B: - Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clauses of special conditions of contract are as follows:-

Clause No.	Particulars
1.	Technical details, bid security, tender cost, tender processing fee and all other required documents should be uploaded under **Cover "A" Technical Bid** and financial details (BOQ) should be uploaded under **Cover "B". The documents submitted/uploaded at the time of registration (for Registered Firms only) needs not to be uploaded in technical bid.** No document except financial instrument (DD/FDR) & catalogues of the bid items shall be entertained physically by the Corporation.
2.	Pre-requisite, if any, for installation, including UPS, computer, printer, and other items should be provided by the firm in technical bid and financial bid respectively.
3.	Firm shall provide comprehensive maintenance with spare parts for item(s), as mentioned in Technical specification (from the date of installation / demonstration). Acceptance of comprehensive maintenance contract after expiry of guarantee period should be submitted with the cover "A" and rates in cover "B" respectively.
4.	Conditional bids shall not be considered.
5.	Transhipment shall be permitted and partial shipment not allowed.
6.	Normally, payment shall be released after installation, demonstration and successful commissioning of equipment/ITEM and satisfactory operational training.
7.	**All certificates should be valid on the date of submission of bids and issue of supply order.**
8.	The bidder should have well equipped local service centre in India preferably in J&K.
9.	i. The bidder shall be a manufacturer/direct importer/authorised dealer of the original manufacturer/importer who must have manufactured/ imported and supplied and installed this equipment(s) in India satisfactorily. ii. The merger / amalgamation / transfer of business / transfer of assets etc. of a firm affects the bid condition relating to 'past performance' in preceding years. In cases where bidder acquired an ongoing business or assets of another entity, eligibility in respect of the past performance and condition relating to minimum turn over in preceding years shall be decided based on specific mention in purchase and transfer of ownership agreement / agreement of sale of business and / or its assets / board of directors (B.O.D) resolution chartered accountant certification or any other document (s) in this regard, which the bidder shall have to submit preferably with the bid. The eligibility of a bidder in this regard shall be ascertained by the purchase committee on the basis of the above stated agreement or any other document(s) and the decision of purchase committee shall be final.
10.	The name, make, model and brand of equipments, which are offered, should be mentioned in against each item. Mere indication of English/USA/Indian will not serve the purpose.
11.	In the case of supply of imported item the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the item in question.

12.	In case the item approved by the JKMSCL is procured by any other department on the rate contract of JKMSCL, the administrative charges to the extent of 5% of the invoice value shall be deposited by the approved firm or else, the firm/supplier shall be liable to be penalised which may lead to blacklisting/debarring from entering into the tender process for not less than 05 years by JKMSCL besides forfeiture of earnest money or any other action as deemed fit by the Managing Director, JKMSCL.
13	The preventative maintenance visits shall be **four times in a year** or any number of breakdown emergency calls will be provided by the firm during **warranty** and CMC period. **Training shall be provided to the staff free of cost. The payment shall be processed after the successful completion of training of the staff and installation of the equipment.**
14	The Supplier/service providing firm shall be liable to pay a **penalty of Rupees five thousand per day,** if the firm didn't respond 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. All breakdown calls to be attended within 24 hrs at (within city limits) and 48 hrs for other districts/peripheral areas otherwise the penalty shall be imposed as per penalty clause.

APPLICABILITY OF CLAUSES: - All the clauses from 1 to 40 of general terms and conditions and from 1 to 14 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited

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

Signature of bid with seal

Section VI C: Contract Forms (CF)

Table of contents

Annexure AI

LETTER OF ACCEPTANCE

M/s ……
……
……
……

Sub :- Acceptance of the bid rates for the item .....
Ref :- Your bid no. ..... dated ……..

1. Item (s) as per schedule enclosed/ noted/is/are approved in your favour against the rate (s) quoted by you in the above mentioned bid. According to the terms & conditions of the bid it is necessary to execute an agreement in the prescribed form enclosed, on a non judicial stamp paper of Rs. **……** and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to …….. (…… only)
2. The performance security shall be furnished to Jammu and Kashmir Medical Supplies Corporation Limited through bank draft payable at Jammu.
3. All terms and conditions of the bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. The list of approved items may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. The firm shall furnish consolidated statement of supplies made to JKMSCL by the 10th of the next month as per terms of conditions.
6. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
7. Also please arrange to furnish the following documents required under the terms and conditions of the bid failing which the agreement will not be executed and the failure would lie at your part
   (i) **The original copy of bid document signed on each page, which has been uploaded on e-procurement portal.**
8. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.

Encl.:1. Agreement form
2. Schedule of Rates
3. CMC format, if applicable
Any other

Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited

Annexure AII

SAMPLE PERFORMA FOR AGREEMENTS
[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 Near Over Head Tank, Govt. Medical College Jammu/ 121- Green Avenue, Hyderpora, Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executers 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, executers and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party)) have agreed to supply to First Party (Purchaser), the _____ 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) of the tender document in the form bank of 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 presents witness that for carrying out the said agreement in this behalf into execution the Second Part 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, , 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 & installation, by the Second Party (Suppliers) to the First Party (Purchaser), of the items 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 twelve (12) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.

2.3. 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 shall be as per terms and conditions/ payment clause of the tender document and deduction and penalties as per 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, 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 incase 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, biding 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) (Second Party)
by
(Signature, Name & full Address with stamp
Witness (Signature, Name & Address)
Stamp)

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

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

Witness (Signature, Name & Address)

1.

2.

[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]

Agreement : 2

(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)

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 Bakshi Nagar, Jammu/ 121- Green Avenue, Hyderpora, Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executers 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, executers and administrators unless excluded by the contract) and M/s ..... (Authorized agent/ dealer/ facilitator) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at ..... (herein after referred to as "Third Party"- (Authorized Agent/ Suppliers/ Dealers) of Second Party, which term shall include its successors representative, heirs, executers and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party/ Third Party (Authorized agents/ dealer)) have agreed to supply to First Party (Purchaser), the _____ 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/ third party have 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 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 & installation of items for Jammu & Kashmir Medical Supplies Corporation Limited, 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 & installation, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the items 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 twelve (12) 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 Second Party/ Third Party shall have no right/ query regarding placing of orders against the tentative requirement 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 AGENTS/ DEALERS OF SECOND PARTY:

3.1. In this agreement, the Second Party (Original Manufacturer/ Direct Importers) have authorised M/s ..... ; (Third Party) as Agent/ Distributers/ Dealers 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 alogwith 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 shall be as per terms and conditions/ payment clause of the tender document and deduction and penalties as per 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 incase 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 are 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 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.

8.1. In case Third Party, (Authorized Agent/ Dealer/ facilitator- clause 3) at any time during the continuants 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 Agent/ Dealer
(Third Party)
(Signature, Name & full Address with stamp)
Witness (Signature, Name & Address)
1.

2.

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

FORMAT-AUTHORIZED REPRESENTATIVES/AGENTS OF ORIGINAL MANUFACTURER/DIRECT IMPORTER

To

_____

_____

Dear Sir,

We _____ who are established and reputed manufacturers of _____ having factories at _____ Registered office at _____ possessing manufacturing license No. _____ and do hereby authorize M/S _____ (Name and Address of Representative) to submit a bid and subsequently negotiate with you against the above mentioned tender, subject to the condition that I/we, the original manufacturer/direct Importer of the bidding items and our authorized representative/Agent M/S _____ are ready to execute Tripartite agreement with the Corporation i.e JKMSCL stating inter-alia that :

1. The invoice submitted by the distributor for such supplies shall be endorsed by me /us i.e. the original Manufacturer/Direct Importer of bidding items and original copy of the delivery challan of Manufacturer's towards distributor for such supplies shall also be endorsed along with invoice submitted by our Authorized Representative.
2. JKMSCL may secure an e-mail /alternative confirmation for authenticity of such supplies from Manufacturer/Direct Importer, before releasing the payment, which we are committed to provide.
3. The payment shall however be released on the terms and conditions of tripartite agreement to be signed between JKMSCL, Original Manufacturer / Direct Importer and the authorized representative of Original Manufacturer / Direct Importer of the bidding items for such supplies made by the authorized representative, on behalf of me / us.

No company or firm or individual other that M/S _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

I / we, further agree to comply with the conditions specified under Clause2(a) –Eligibility Conditions, of the tender document.

We hereby extend our full guarantee as per the tender conditions for the goods offered for supply against this invitation for bid by the above Firm.

Yours faithfully

Name

For and on behalf of M/S

(Name of the manufacturer/Direct Importer)

Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed and sealed by the Proprietor/ Managing Director of the firm / authorized signatory and shall have to be duly pledged before First Class Judicial Magistrate.

Annexure AIII

(On bank's letter head)

FORM OF BANK GURANTEE

To

Managing Director,
Jammu and Kashmir Medical Supplies Corporation ltd.
Jammu/Srinagar.

Whereas the Managing Director, Jammu and Kashmir Medical Supplies Corporation ltd. (hereinafter called the "procuring entity/JKMSCL") having entered into an agreement No. ..... dated..... with M/s ..... (hereinafter called the" approved supplier") for..... (Name of item) here-in-after called "the said agreement" under which the Supplier(s) M/s ..... have applied to furnish Bank guarantee (B.G) to make up the full performance security.

1. In consideration of the JKMSCL having made such a stipulation in agreement. We.....) Indicate the name of the bank) here-in-after referred to as "the Bank" at the request of M/s.....supplier(s) do hereby undertake to pay to the JKMSCL amount not exceeding Rs. ..... (Rupees..... only) on demand of JKMSCL.
2. We..... (indicate the name of bank), do hereby undertake to pay Rs……. Any demur or delay, merely on a demand from the JKMSCL any such demand made on the bank by the JKMSCL shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the JKMSCL and we..... (indicate the name of bank), bound ourselves with all directions given by JKMSCL regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ..... (Rupees..... only).
3. We..... (Indicate the name of Bank), undertake to pay to the JKMSCL any money. So demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court of Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We..... (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforceable till all the dues of the JKMSCL under or by virtue of the said agreement and that it shall continue to be enforceable till all the dues of the JKMSCL under or by virtue of the said agreement have fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.
5. We..... (indicate the name of bank), further agree with the JKMSCL that the JKMSCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time to performance by the said Supplier(s) from time to time or to postpone for any time or from to time any of the powers exercisable by the JKMSCL against the said supplier forbear or enforce any of the terms and conditions relating to the said Agreement and forbear or enforce any of the terms and condition relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier(s) or for any forbearance act or omission on the part of the JKMSCL or any indulgence by the JKMSCL to the said Supplied(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the supplier.
7. We..... (indicate the name of bank), lastly undertake not to revoke this guarantee except with the previous consent of the JKMSCL in writing.
8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the JKMSCL. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs..... (Rupees..... only).
9. It shall not be necessary for the JKMSCL to proceed against the supplier before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the JKMSCL may have obtained or obtain from the Supplier.
10. The bank guarantee shall be payable at the Jammu. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expiry on the close of the next working day.

    Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted Rs. ...../- (Rupees .....) and our guarantee shall remain in force up to date ..... unless a demand or claim under the guarantee is made on us in writing or by e-mailing on or before date ..... therefore, after date ..... all your rights under the guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated..... day of ..... for and on behalf of the bank (indicate the bank).

Signature & Designation

E-mail address.....

The above bank guarantee is accepted by the Managing Director, Jammu and Kashmir Medical Supplies Corporation Ltd.

Signature

For & on behalf of M.D JKMSCL

Annexure IV

FORMAT FOR REGISTRATION OF MANUFACTURERS / SSI Unit.

1. **Name of the Firm**_____

   (In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)

2. **Address**_____

3. a) **Contact No. L. Line**____**Mob**_____b) **email ID**_____

4. **Group Registration**_____

5. **Registration No:-**

   a) With Department of Industries & Commerce

   (SSI Units of J&K Only) _____

   b) With Sales Tax Department _____

   c) With Excise Department (GOI) _____

   d) Any other _____

6. **Registration fee (in the form of Demand Draft drawn on any scheduled/ Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

   D.D. No_____**Bank Drawn From**_____

   IFSC Code_____**Date of Drawal**_____**Valid upto**_____

Check List For Manufacturers/ SSI Units:

a. Non Conviction certificate.
b. Sales tax registration VAT/CST, copy of Tin No.
c. Latest Sales tax clearance certificate
d. Copy of Product permission certificate/ license issued by licensing authority.
e. Copy of PAN card supported by latest income tax clearance certificate.
f. Quality certification(s) of the manufacturer like ISO / ISI /OEM/ European CE/ USFDA, etc.
g. EM-II Certificate for each quoted product from NSIC/MSME/Industries department.
h. BIS License with schedule for ISI marked products.
i. Excise registration, if applicable
j. Product permission manufacturing certificate/license.
k. Market standing certificate issued by Licensing authority.
l. Non-blacklisting declaration.
m. Registration format (duly filled)

NOTE: Format shall have to be annexed along with written request on Letter Head duly signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

FORMAT FOR REGISTRATION OF DEALERS / IMPORTER.

1. **Name of the Firm**_____

(In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)

2. **Address**_____

3. a) **Contact No. L. Line**_____**Mob**_____b) **email ID**_____

4. **Group Registration**_____

5. **Registration No:-**

a) With Department of Industries & Commerce

(SSI Units of J&K Only) _____

b) With Sales Tax Department _____

c) With Excise Department (GOI) _____

d) Any other _____

6. **Registration fee (in the form of Demand Draft drawn on any scheduled/ Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

D.D. No_____**Bank Drawn From**_____

IFSC Code_____**Date of Drawal**_____**Valid upto**_____

NOTE: Format shall have to be annexed along with written request on Letter Head duly signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

Checklist for Dealers / Importer:

a. Copy of PAN Card.
b. Copy of TIN No.
c. Non Conviction certificate of dealer / importer.

d. Authorization letter from manufacturers/direct importer.
e. Non-Conviction certificate of manufacturer.
f. Permission / authorization for sale from the foreign principal / manufacturer (if applicable).
g. IEC Certificate and permission/authorization or sale from the foreign manufacturer, if applicable.
h. Registration format (duly filled).

Sig. of Authorized Signatory of firm/ Bidder along with Seal.

Certified that the information(s) furnished above is/are correct and noting has been concealed to best of my knowledge. I/we shall be held personally responsible for any wrong information(s).

Important Note:

1. **All the copies should be notarized.**
2. **The dealer/importer shall have to submit the documents/details of manufacturer as mentioned above in addition to his own particulars/documents.**
3. **The documents submitted at the time of registration need not to be uploaded in the technical bid. The documents submitted at the time of registration shall be considered for technical evaluation. However, where the validity of the documents is expired at the time of uploading of tender, the firm shall upload the latest documents in the technical bid. The information of such documents shall immediately be informed to the registration section of JKMSCL for updation of records.**
4. **The related information for registration of firms may be asked from the Registration Section, JKMSCL.**

Annexure AV

UNDERTAKING ON THE LETTER HEAD OF THE BIDDER

UNDERTAKING – IN ACCEPTANCE TO THE TENDER DOCUMENT

Managing Director,

Jammu & Medical Supplies Corporation Ltd.

Subject : Acceptance of terms & conditions of Tender Document.

Sir,

1. 1/We hereby agree to abide all terms and conditions laid down in tender document.
2. We will be responsible for guarantee for five years from the date of successful installation and commissioning of equipment.
3. This is to certify that/we have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/over selves abide by the said terms and conditions and sign this undertaking as letter of acceptance of all the tender document.

(Signature of the bidder)

Name and address of the bidder

With photograph

Note : The documents submitted at the time of registration of firm need not to be re-submitted. Only the documents, wherever the validity of the submitted documents has expired shall be uploaded with the technical bid.

Annexure AVI

Tender Specifications

S. No.	Item code	Technical Specifications	
1	MC1701	IABP (INTRA –AORTIC BALLON PUMP)	
		Specifications of IABP:- 1. Latest Generation IABP system with fiber optic technology. 2. Transportable, compact IABP system. 3. A minimum of 2 hours of battery backup. 4. Fast pneumatics to provide accurate and reliable support. 5. Fiber optic signal output should be available for external monitor to eliminate need for additional pressure monitoring site and transducer. 6. Should have at least two modes of operation: - 1) Automatic and 2) Manual. 7. System should be capable of automatically selecting appropriate trigger i.e. ECG or pressure and should also accurately select the inflation and deflation points. 8. Should be capable of tracking various atral and ventricular arrhythmias (including atrial fibrillation, ventricular ectopics, bigeminy, trigeminy, etc and accurately time inflation and deflation accordingly to give optimal performance. 9. Display should be capable for at least three waveforms i.e. ECG, invasive pressure, and balloon pressure waveform. 10. On screen indication of Helium level in cylinder and battery level for timely intervention and correction. 11. ECG inflation marker to indicate inflation period on ECG. 12. On screen indication for standby time and should give alarm after about 20 miniutes of standby. 13. Blood back detect for early detection of blood coming into lumen of balloon. 14. Should be able to remove condensation automatically without user intervention. 15. Should have a peripheral vascular Doppler for checking limb ischaemia. 16. System should be supplied with the following: a. ECG cables and lead wires – 2 nos with each IABP machine. b. Disposable invasive blood pressure transducers – 5 nos with each machine. c. Invasive pressure leads9compatible with the pressure transducers available in the market0- 2 nos with each machine. d. 2 helium cylinders with each machine. 17. The equipment should be European CE certified or US FDA Approved. 18. The machine should come with a compressive warranty of 5 years. 19. After expiry of warranty the equipment should be covered under a 5 years CMC. 20. Warranty and CMC should cover all the parts of the equipment including the cables, leads, wires and cylinders excluding the disposable transducers and helium gas).	
2	**MC1702**	**Blood Collection and Transport Vehicle BCTV is Force/Tempo Traveller (Vehicle is to be provided by the department)**	
		Only fabrication of the vehicle to be done equipped with four Blood Transportation Boxes (Haier) Model – HXC -80 meeting the following specifications :	
		Cabinet Temperature	4C/22C
		Climate Type	Type T Climate
		Protection Against Electric Shock	Type 1
		Effective Storage Volume	80 litres
		Stored Blood Bag Counts	(48) 450 ml bags of whole Blood
		Rated Voltage	DC12V/24V OR 100V-240V 50/60 HZ
		DC Input Power	75 W
		AC Input Power	105 W

		Compressor	Denfoss BD-35
		Rated Power consumption (43 Cambient temperature with AC power)	1.1 kw-b/24 b
		Refrigerant	R134a
		Refrigerant Change Amount	100 g
		Net weight	58 kg
		Gross weight	65 kg
		External dimension (Length, Width, Height)	1000x856x550(mm)
		External Dimension of package (Length, Width, Height)	1145x615x950 (mm)
		Unit Counts in 40 foot container	76
		Unit counts in 20 foot container	36
		Provision for installation of the equipments i.e Blood Collection Monitor, Blood Donor Couch, Portable Blood Refrigerator (140 lts, Tabletop sealer, Tube Stripper be kept at the time of retrofitting of the vehicle. The details/models of the equipments to be installed in the vehicle shall be provided at the time of fabrication of the BCTV to the approved bidder. The equipments shall be installed by the approved supplier (for equipments) for which every provision as required shall be provided by the bidder/firm	
3	MC1703	**Portable Blood Storage Refrigerator**	
		1. Use 1.1. Purpose: Blood Storage Refrigeration unit is portable and specifically designed unit to keep blood bags safe by ensuring consistent temperature of $+2^0$ to $+8^0$ C even during in-transit vehicle movement, extreme temperature fluctuations and weather conditions. 2. Technical Characteristics 2.1. Technical characteristics (specific to this type of device) Mobile Blood refrigeration unit are custom made for Mobile Blood Vehicle use to peculiarities of road conditions, terrains and diverse weather conditions. They support specific temperature ranges and suitable for safe transport of biomedical (Blood) products in hot and cold climates. Internal gross volume of unit need to support storing for approx. 80-100 Blood Bags (350ml) and capable to operate on external operating temperature range from $+55^0$ C to -20^0 C and flexibility on maintaining desired internal temperature range from $+2^0$ to 8^0 C consistently, considering Indian diverse seasonal temperature variations/fluctuations. Temperature holdover time of minimum 12 Hrs. Construction: Mobile Blood refrigeration unit's cabinet need to be made of single piece by rotational molding for durability and grade and UV resistant polyethylene as per regulatory standards. Blood storage unit need to have thick polyurethane foam insulation of minimum 80-100 mm for maintaining longer Cold lifre with less power consumption during use (for more working time). Mobile Blood Refrigeration unit are specially designed to protect them from damages during vehicle in-transit movement in diverse road conditions and easily stackable. Refrigerator to only have hermetic compressor. 2.2. Lifting Capacity: Not available. 2.3. Settings: Manual. 2.4. User's interface: To have large surface roll-bond evaporates, ventilated high efficiency spiral tube condensers, electronic thermostat with digital display, integrated AC/DC power supply as well as battery protection systems. Refrigeration unit should be CFC Free. 2.5. Software: Not available. 3. Physical Characteristics 3.1. Dimensions (LxWxH) in mm: 1000-1100 mm (L) X 600-650 mm (W) 650-750 mm (Ht.) 3.2. Weight (in lbs, kgs): Approx. 35-45 Kgs.	

		3.3. Configuration: Not available. 3.4. Noise (in Dba): Not available. 3.5. Heat Dissipation: Not available. 3.6. Mobility, Portability: Regulatory certification (ECE R10.4) on suitability of unit on Vehicles. 4. Energy Source (Electricity, UPS, Solar, Gas, Water, CO_2.....) 4.1. Power Requirements: 12-24 V DC & between 100-240 V AC (to have integrated AC & DC power supply with battery protection system). 4.2. Battery operated 4.3. Tolerance: Not available. 4.4. Protection: Not available. 4.5. Power Consumption: Upto 10 Amp. 4.6. Other energy supplies: Not available. 5. Accessories, Spare Parts, Consumables 5.1. Accessories & spare parts: Each unit to be delivered with free mandatory accessories tow removable wire shelves partition including fitted strip curtains, each unit to be deliver5ed with AC & DC cord. 6. Environmental and departmental considerations: 6.1. Atmosphere/ambiance (Air conditioning, dust): Suitability of blood storage refrigerator model to be installed in Mobile Van. 6.2. Additional Requirements: Not available. 6.3. User's Cleaning, Disinfection & Sterility issues: Cleaning related manual for Technicians to be included along with operational guidelines. 7. Standards & Safety 7.1. Product certifications: BIS or US-FDA, European CE & ECE R 10.4 certified. 7.2. Quality certifications: Directive 2002/72/EC. 7.3. Electrical Safety: Not available. 8. Training and installation 8.1. Pre-installation requirements: Blood storage unit to be integrated in the design, well protected from possible damages during vehicle movement in road conditions and easy stackable in Blood Vehicle to optimize space. 8.2. Requirements for sign-off: Not available. 8.3. Training of staff-optional: Operational guidelines in English to be included with unit for Technicians/mobile staff.	
4	MC1704	**<u>State of The Art Cardiac Intervention Lab(Single Plane)</u>**	
		1.	**Expected function of the System**
			Dedicated flat panel detector single angiography system for Cardiac and DSA applications for all angiographies and interventional procedures (cardiac). The firm without any additional cost will supply any updates of quoted model Satisfying present QRs, if available in the market at the time of supply.
		2.	**Main Features:**
		A.	State of the art high resolution flat panel detector technology
		B.	Capable of real time digital an geography acquisition.
		C.	Rotational angiography should be available.
		D.	Capable of road mapping with zoom, freeze frame and advance facilities
		E.	Capable of storing fluouoscopy sequence on hard disk and CD for review.
		F.	Capable of head to toe patient coverage without changing position of the patient.
		G.	Ease of use for quick access and full control of all functionality within the examination room.
		H.	100% UPS backup for the entire system for at least 30 miniute.
		3.	**Technical Specifications:**
		a.	**Gantry:**
		I.	The system should have ceiling suspended Gantry.
		II.	It should be possible to pre-program the gantries for at least two examination positions.

		III.	All movements of the gantry should be controllable from the table side.
		IV.	Should have multiple keys for each functionality of the Gantry, table, etc.
		V.	The system should have an in-built collision protection.
		VI.	The gantry should have rotation speed of at least 20-degree/sec.
		VII.	The gantry should have LAO/RAO motorized movement for at least +/- 120 drgrees
		VIII.	The Gantry should have CRAN/CAUD motorized movement for at least +/- 45 drgrees
		IX.	Isocentre to floor distance for frontal C arm should be at least 105 cm
		X.	Gantry should be move (+/-90deg.) around the table and it should be all 3 working position to access the patient.
		B.	**Table:**
		i.	Floor mounted floating top: Table top length should be at least 280 cm. Width at least 45 cm.
		ii.	Should have floating longitudinal, horizontal movement and motorized vertical movement. Must have radiolucent carbon fiber table top or equivalent. Transverse travel at least+/- 10 cm. Longitudinal travels at least 100cm. Facility for bolus chase must be there.
		iii.	Accessories for the table should include head fixing aids, mattress, four radiolucent carbon fiber arm support, drip stand, peripheral filter set and catheterization arm support
		C.	**Generator:**
		i	High frequency power unit that provides grid pulsed fluoroscopy capability
		ii.	Max power at least 100 KW, maximum KVp at least 125 KVp.
		iii.	Radiographic KVp range to be 40-125 KVp or more. Fluroscopy KVp range to be 60-120 KVp or more. Output at 100 KVp to be 1000mA or more.
		IV	Should have automatic exposure control device for radiographic fluoroscopy and angio mode.
		V	Should have an overloading protection.
		D	**Tube**
		I	Tube should be provided with rotating anode high –speed tube.
		II	Small focal spot not more than 0.6mm with power of at least 30 KW
		III	Large focal spot not more than 1.0mm with power at least 80 KW
		IV	Anode heat storage capacity 2.4 MHU or more, with advanced cooling mechanism.
		V	Maximum continuous beat dissipation rate not less than 3 KW.
		VI	At least 3 selectable programmable cu filters for reducing the dose to the patient.
		VII	Tube should be secondary Grid switch for cutting the unnecessary radiation to Patient, operator and staff.
		E	**Flat panel detection:**
		I	Detector size should be 25cm diagonally or more with at least 3 zoom fields
		II	Acquisition; speed of at least 25 frames per sec. Acquisition speed for DSA should be 0.5 frames/sex to 6 frames/sec or higher.
		III	Pixel size not more than 190 microns. Matrix at least 1024x1024, in 12/14 bit depth/
		IV	Detector quantum efficiency at least 75%
		F	**Collimator**
			At least one collimator to be provided, preferably with IRIS/square type arrangement
		I	Should have facility for dose measurement chamber in order to display the skin radiation dose on the monitors in the lab.
		II	Collimator, should have facility for copper pre filtration for reducing the x-ray dose.

		III	Software controlled, integrated special filters should be present in collimation assembly.
		IV	Radiations free positioning of primary and semitransparent collimators via graphic display on live monitor.
		G	**LCD/TFT image monitors**
		I	Examination room: four 19" monochrome LCD/TFT or more. For Live and roadmap Monitor for Physiology Display.
		II	Must be mounted together on a ceiling suspension to allow free positioning at any location: Height adjustment should be possible.
		III	Control room: One /Two LCD/TFT monitors of 19" or more for data and image viewing Brightness should be at least 500 cd/m2. These monitors should have the facility for all review post processing and quantification of coronary and ventricular function for training and teaching.
		H	**Digital imaging system with digital angiography and pulse fluoroscopic acquisition capabilities.**
		I	High resolution imaging capable of acquiring, processing, storing, displaying and reviewing in upto at least 1024x1024 matrix.
		II	Continuous acquisition with digital storage in the digital mass storage device at 1024x1024 matrix at 12/10 bit, with real time instant access to all required images.
		III	Real time image processing algorithm applicable for both fluoroscopy and acquisition..
		IV	Road mapping and landscaping facility should be available.
		V	Disc storage capacity of at least 1,00,000 uncompressed images of 1024x1024 matrix at a minimum of 10 bit/pixel.
		VI	Post processing software facilities with real time edge enhancement, positive/negative image display windowing, electronic shuttering, roaming, image reversal, zooming and magnifying with text and annotation junctions.
		VII	Rotational angiography facility at a speed of at least 50 degrees per second with acquisition frame rate of at least 25 frames per second in 1 k matrix with facility for display of subtracted and unsubtracted images in the examination room.
		Ix	The possibility of acquiring 3D Coronary Arteriography package along with the stent enhancement package. Stent enhancement with lumen subtraction facility will be preferred. The system should quote with intuitive navigation technology for EP studies and the system should quote with Cross sectional 3 D images using 3 D reconstruction algorithms for 3D reconstruction of left atrium chamber and pulmonary veins from the projection images of rotational angiography with speed of 50 deg/sec).
		X	The complete digital system should be networked and connected to a DICOM compatible laser/thermal camera.
		XI	Complete cardiovascular computation software package. This should include clinically validated coronary. Ventricular and vascular quantification software package (QCA, LVA).
		XII	Algorithm/software for stent visualization with vessel lumen should be possible. An easy to operate rapid calculation software for offline coronary quantification should be available.
		XIII	Should have DAP and AK Display capability.
		XIV	DICOM 3 ready and PACS Connectivity should be feasible without any additional hardware/software requirement.
		XV	The system should be supplied with DICOM CD recorder for storing DSA runs, photo file images and it should be possible to review the same in any PC.
		XIV	Vendor should quote the dose wise/care and clear or equivalent dose reduction feature.
		4	**Essential accessories.**
		A	Foot switch for fluoroscopy and acquisition to be provided
		B	Pressure injector compatible with the system

		C	Lead aprons: of standard state of the art make, light weight, with a lead equivalent of 0.5 mm, should be double sides, 12 such aprons to be provided 6 of which should be two piece and 6 should be single piece, Design should be wrap around
		D	Thyroid guards: Twelve to be provided.
		E	Lead Spectacles: Four to be provided.
		F	Lead Lined gloves: Two pairs to be provided.
		G	Focused ceiling mounted light with a handle for positioning the light, This handle should be removable.
		H	Ceiling suspended radiation shield
		I	Additional Table mounted radiation shield to be provided
		J	Defibrillator cum monitor. Three of approved and reputed make- Two of these for the intervention room and one for the recovery room. One of them should have external pacing facility.
		K	ACT analyzer: of approved make-One
		L	Electrophysiology system: Should be minimum 100 intrcardiac channel EP recording system with stimulator and Radiofrequency Ablator & Simulator- EP system should be manufactured from one Company with stimulator and ablator
		M	State of art Intra aortic balloon pump (IABP) System, One, State of art, latest Imported Model.
		O	Hemodynamic Recorder (for Cardiac Catheterization) with 2 pressure and 12 ECG
		I	Data entry to include full access to Cath Lab ID Screen, all menus for monitoring of respiration, NIBP, SpO2, 12-lead ECG, two invasive pressures. (pressure gradient measurements and cardiac output)
		II	Latest computer with greater than 2 ghz processor with 512 MB RAM, 40 GB or greater Hard Drive, DVD writer, Ethernet Network Card 10/100, serial mouse, Custom Keyboard, windows 2000 or higher OS with latest Anti-virus software
		III	The system should be quoted with NIBP, SpO2, 12 lead ECG, Invasive pressure and CO2
		IV	Hardware, SpO2 extension cable, Finger probe, NIBP hose, Adult, paediatric and neonatal cuffs. ECG Cable, Radiolucent lead wire set, Pressure harness, Cardiac output cable, Bath temp probe, 17" (or more) colour TFT monitor for main console 1024x1024 or higher resolution), 17" (or more) Slave TFT Monitor 1024x1024 or higher resolution with mountings bracket, Network laser jet printer, Appropriate tables for system in control room and for report generation from system
		P	Lead Glass: 100x150 cm or bigger with lead equivalent as prescribed by ICRP or BARC/AERB recommendations to be fixed between console room and gantry room for radiation protection.
		Q	UPS for the complete System with 30 mins backup
		R	The system should quote with an portable Ultrasound system with TEE Probe.
5.	MC1705	**Specifications for Polysomnography System (Sleep Lab)**	
		A. General Specifications: ➢ Polysomnography system should have 68 or more channels. ➢ Polysomnography system must have integrated ZRIP driver allows to setup the patient faster and easier by reducing the no. Of connection during hook-up. ➢ Polysomnography system suitable for both adult and pediatric patients. ➢ Polysomnography system must have automatic chn re-referencing ➢ Polysomnography System must have continuous impedence monitored and re[ported for ECG, EMG and ECG during sleep study. ➢ Comprehencive training for lab staff and support services till familiarity with the system to be provided. ➢ The system should be US FDA ➢ The system should be CE approved		

		➢ Manufacturer to have ISO-13485 certification for quality standards. ➢ Manufacturer to have IEC 60601 part 1&2 CERTIFICATION. ➢ Should follow latest AASM quidelines. ➢ All essential accessories compatible with the system to be provided. **B. Technical Specifications: -** **1. Polysomonography system single head box having total no of channel 50 or more EEG with 32 inputs or more.** ➢ Dedicated EMG channels- 5 channels ➢ Chin EMG-3 ➢ Automatic Chin EMG referencing ➢ EOG channels-2 ➢ ECG-7(3 physical and 4 derived) ➢ Pressure transducer-Dedicated differential w/snore ➢ Flow (thermal)-(Adult and Pediatric) ➢ Snore reading by microphone- ➢ Body Position-1 ➢ Actimeter inputs-2 ➢ Effort (chest & abdominal)-ZRIP DuraBelt Integrated RIP driver ➢ AUX inputs/DC inputs-8 ➢ Min sampling rate 2000Hz ➢ Min storage rate; 500 Hz ➢ PSG lab should have Pulse transit time- ➢ Electrode interface-Intuitive image ➢ Pulse oximetry Should be connected to head box ➢ Internal Memory of base station should be equal or more than 60GB ➢ Lab must be supplied with fully synchronize Audio & video recording ➢ Must be supplied with light sensor-1 no ➢ VOIP intercom system for 2 way communication **2. Software Specification: -** ➢ Should have a software for both automatic and manual analysis and scoring of recorded data. ➢ Real-Time access to data while the study is in progress should be possible ➢ Should permit storage of uncompressed raw data for further review and re-analysis ➢ On screen Permit writing of data on storage media such as CD/DVD for review on any computer ➢ On screen impedance check of values. ➢ Adjustable gain and notch filter. ➢ User defined montages ➢ Automated user configurable reports. ➢ Signal resolution/bit; should be at least 16 ➢ Should have capability to define a dynamic and time synchronized workship ➢ Should have capability to check inter scorer reliability ➢ Should be upgraded to advance scoring- optional ➢ Must have licence free software and free up-gradation of software. ➢ 3 or more software CD's to be provided **3. Networking and Hardware: -** ➢ Compatible with high end processing with LAN ➢ Weight of head box/junction box: should not be more than 550gm. ➢ Titration Machine-With modes; CPAP,Auto,BIPAP,Automatic Epap, automatic respiratory rate, Voloume assured pressure support, Adptive ventilator. ➢ Computer: System should include 1 latest Pentium processor-based computer 8GB RAM. 1024 GB Hard disk memory with a 17 inch flat screen monitor and a laser printer. Should also include preloaded genuine Microsoft Windows XP software with UPS with Mouse. Should have Screen resolution from 800 x 600 to 1200 x 1600. **4. Additional Accessories:** ➢ Titration Machine-Optional ➢ Oximeter probe- Optional ➢ Sensor ZRIP belt kit-Optional

<table>
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Thermistor airflow sensor-Optional
Pediatric thermistor, saturation probe with pediatric strap-Optional
LoFlo9Etco20 starter Kit-Optional
Link Module

C. Terms and Conditions:

2 years comprehensive warranty after installation
CAMC for 5 Years after completion of 2 years warranty of the equipment, spare parts/ accessories used.
The company should give the certificate that the model quoted is the latest and not obsolete; and spares will be easily available for next 7 years.
Price of all accessories for the next 5 years to be quoted separately.

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<tr><td>6.</td><td>MC1706</td><td>Closed Specifications For High Resolution Video Pediatric Bronchoscopy System</td></tr>
<tr><td></td><td></td><td>
<u>Specifications:</u>

Video Bronchoscopy 9Paed.): Should have following specifications:
1. Lighter and Possess high resolution image quality

2. Compatibility with Electrocautry & Laser

3. Should have High resolution image and insertion tube capability to move in left/right directions by 120 degree

4. Four or more no. Of remote control switches on control body.

Compatible with leakage testing device with its air flow and pressure regulation through light source’s air pump.
<table>
<tr><td>Filed of View</td><td>110 degree or more</td></tr>
<tr><td>Direction of view</td><td>0 Degree, forward viewing</td></tr>
<tr><td>Depth of field</td><td>2 to 50 mm or better</td></tr>
<tr><td>Distal end outer diameter</td><td>4.2 mm or less</td></tr>
<tr><td>Insertion tube outer diameter</td><td>4.1 mm or less</td></tr>
<tr><td>Tip Bending rage</td><td>Up 210 deg. & more, Down 13</td></tr>
<tr><td>Working length</td><td>600 mm or more</td></tr>
<tr><td>Channel inner diameter</td><td>2.0 mm or more</td></tr>
<tr><td>Minimum visible distance of</td><td>3 mm closer from distal end</td></tr>
</table>
All standard accessories must be quoted separately Biopsy forceps, grasping forceps compatible with quoted bronchoscope.

<u>Video Processor Module:</u> Should have following technical sopecifications/features

Separate module from light source
Must have high resolution HDTV and Narrow band imaging capabilities to visualize minute vessels and fine capillaries
Should have structure and edge enhancement level for observation of smaller structures on mucosal surface
Should have scope identification function
Should have electronic magnification from 1 x to 1.5 x
Should have Output; HDTV: RGB

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		• SDTV; VBS composuite(NTSC/PAL),Y/C and RGB. ➢ Should have capacity to store patient data of 40 patients. ➢ Digital-to Digital recording provision for both Still & moving images ➢ Picture-in-Picture display for endoscopic images, fluoroscope images etc. ➢ USB drive slot for transferring images **300 Watt Xenon Light Source:** Should have following technical specifications/features; ➢ Separate module from videoprocessor ➢ Powerful 300 watt xenon lamp with backup lamp of halogen(atleats 35 watt) ➢ Lamp file should not be less than 500hrs(appox) ➢ Should have inbuilt air pump ➢ Automatically Adjusts light intensity to achieve ideal illumination		
7.	MC1707	**HIGH CAPACITY ELECTRONIC OSCILLATOR SYSTEM FROM 5 KVA TO 100 KVA**		
		Feature	**Required Specification**	**Remarks/Compliance**
		Type	**Single Phase In-Single Phase Out / 3 Phase In- 3 Phase out**	
		Technology	**DSP Based PWM technology using IGBT**	
		Series	**Pure Sine Wave**	
		Rating	**5/7.5/10/15/20/25/30/40/50/ 65/100 KVA Single phase / 3 Phase**	
		Input	**Single Phase for 5KVA & 10 KVA and 3 Phase for capacities from 10-100KVA**	**10 KVA Oscillators both single phase as well as 3 phase**
		Voltage Range (Input)	150 to 280 Volts for Single Phase and 280 to 465 Volts AC for 3 Phase	
		Frequency Range (Input)	43 to 57 Hz	
		Power Factor	0.8	
		Output Voltage	**230V ± 1 % (Single Phase), 415 V ± 1% (3 Phase)**	
		Output Frequency Regulation	**50 Hz ± 0.05 Hz**	
		Peak Efficiency	> 92%	
		Output wave form	Pure Sine Wave	
		Total Harmonic Distortion (THD)	< 3%	
		Crest Factor	>4:1	
		Transient Response	Recovery to + - 5% within 1.5 cycles	
		Charging Current Selectable	C-10 (10% of the rated current)	
		Charging cycle	Intelligent with boost charging and advanced management.	
		Overload	110% for 8 Min, 150% for 15 Sec, 200% for 4 Sec, 300% for 2 Sec.	
		Battery Type	2 Volt Cells / 100-1800 AH (SMF VRLA)	

		Battery Bank Voltage	120/360 Volts (Single / 3 Phase)	
		Communication Port	RS 232	
		Operating System	Windows 2003 Server or Higher Compatible	
		Operating Temperature	-15 to +50 degree Celsius	
		Acoustic Noise at 1 Meter	< 60 db	
		Humidity	Max 95% Non Condensing	
		Indication & Alarm	Audio & Visual	
		Protection Class	**IP 21**	
		Power Quality Audit Through Software	Required	
		Multi User License	Required	
		Priority Shutdown High or Low	Required	
		Digital & Graphical Parameter Representation	Required	
		SMS & e-mail Alerts	Required	
		User Selectable Parameter	Required	
		Built in Galvanic Isolation Transformer	**Required**	
		Suitable for Heavy Duty Equipments	Required	
		Auto Self Test	Required	
		Cold Start	Required	
		Scalable Runtime	Required	
		Fuzzy Logic Control	Required	
		Data availability when the Oscillator is OFF	Required	
		Availability of Manual Maintenance Bypass and the same must be protected by a door with a lock to isolate the internal parts of Oscillator from any energy source.	Required	
		Operation with Gen Set(s) with the provision to guarantee synchronism between the input and output frequency for wider frequency range.	Required	
		Protection on Backup Path	Required	
		MCB Protection on AC & DC Path	Required	
		Water Topping Alarm	Required	
		Microprocessor Based Ventilation	Required	
		Microprocessor Based Charging compensation with altitude without de-rating up to 1500m	Required	
		Solar compatible with Solar priority with static changeover time <2ms.	Required.	

	The oscillator shall manage the following measurements and show the relevant values on the display panel and also communicate the same through e-mail and SMS to designated nodal officers/personnel.				
	INPUT	**OUTPUT**	**BATTERIES**	**MISCELLANEOUS**	**HISTORICAL DATA**
	Current • Root mean-square value • Peak Value • Peak Factor **Voltage** • Root mean-square value **Power** • Apparent • Active Power factor Frequency	**Current** • Root mean-square value • Peak Value • Peak Factor **Voltage** • Root mean-square value **Power** • Apparent • Active Power factor Frequency	• Charging current. • Discharging current • Battery operation time • Residue capacity • Battery voltage • Date and time of last battery calibration	• Internal temperature of Oscillator/ battery bank • Ambient temperature	• Number of Battery commutations • Number of total discharge Overall time of : • Battery operation • Mains operation.

SPECIFICATIONS OF BATTERY BANK

		Features	**Specifications**	**Remarks**
		BATTERY TYPE	SMF VRLA	
		CAPACITY	120/360 V, 100-1800 AH (2 Volt Cells of 100-1800 AH SMF VRLA)	
		INTERNAL RESISTANCE (FULLY CHARGED @ 25 DEG C)	3.5 m Ohm	
		CAPACITY AFFECTED BY TEMPERATURE (10) HRS • 40 DEGREE • 25 DEGREE • 0 DEGREE	• 102% • 100% • 85%	
		SELF DISCHARGE 25 DEG • 3 MONTHS • 6 MONTHS • 12 MONTHS	• REMAINING CAPACITY 91% • REMAINING CAPACITY 82% • REMAINING CAPACITY 65%	
		NOMINAL OPERATING TEMPERATURE	25 DEGREE + - 3 DEGREE C	
		OPERATING TEMPERATURE RANGE	-15 DEG TO +60 DEG C	
		FLOAT OPERATING VOLTAGE	2.23-2.25 VPC	

		BOOST CHARGE	2.30-2.32 VPC	
		MAXIMUM CHARGING CURRENT	0.2 C	C IS THE RATED CAPACITY@10 HOURS
		TERMINAL MATERIAL	LEAD	
		MAXIMUM DISCHARGING CURRENT	2500 A (5 Min)	
		CONTAINER TYPE	FLAME RETARDANT ABS	
		RACK FOR HOUSING BATTERY BANK	REQUIRED	
		Terms and Conditions:- 1. The Minimum power back-up of the Oscillator 6 hours on full load. The **Oscillator and Battery bank both** should be warranted for **five years** from the date of installation and commissioning. 2. The bidder would have to undertake to **upkeep the complete oscillator system (oscillator and Battery bank)** for a minimum period of five years from the date of installation/commissioning by providing spares and service. 3. The scope of supply shall include supply and commissioning of complete Oscillator system at consignee's end across J&K.		
	Documents required to be attached with the Technical Bid			
		Document Required		
		ISO 9001 : 2000 Certificate		
		ISO 14001 : 2004 Certificate		
		In House R&D recognized by Govt. of India, Ministry of Science & Technology		
		Inductive Load Oscillator Output Graph		
		THD Graph		
		Output wave form graph		
		PQM Captured Waveform Graph		
		CE/UL Certificate		
		Authorization from OEM specific to this tender enquiry in original		
		Eligibility of OEMs		
		ISO 9001 Certified		
		ISO 14001 Certified		
		CE/UL Certified		

		Company owned Service Centre at Jammu/Srinagar	
		Super Brand Certification	
8.	MC1708	**SINGLE PUNTURE LAPROSCOPE**	
		SPECIFICATIONS	QTY
		Telescope : Telescope 0 degree with parallel/straight eye piece, diameter 10-12 mm. Fibre optic light transmission incorporated; should be compatible with the commonly available light cables (necessary adapters should be provided) can be sterilised by autoclaving, gluteraldehyde solutions and in formaline chamber. Should have inbuilt 6 mm instrument channel for ring applicator as well as CO2 gas insufflations channel with stopcock, working length of 270-275mm	01
		Trocar and Cannula : Cannula size +1mm more than the Telescope diameter; should have multifunctional valve and automatic valve and stopcock for insufflations (compatible with supplied telescope). Trocar should have pyramidal tip. Tip should not be so sharp that may injure the viscera. The length of the trocar should be 160-170 mm $\pm$ 10 mm and the working length of cannula should be 100-110mm.	02
		Ring Applicator Ring applicator for use with parallel/straight eyepiece telescope compatible with the above telescope, capable of loading two silastic rings. The ring applicator has to be fully dismantable into different parts like, Prone, Inner tube, outer tube, thumb, knurled ring etc to make it sterilization and service friendly	02
		Cones : Suitable cones for loading rings to the above applicator	05
		Slide/Guide : Suitable guide /slide for loading rings to the above applicator	10
		Veress Needle : Veress Needle with spring loaded blunt stylet with leur lock. Size 100, 120 & 150 mm	02 each
		Carbon Dioxide insufflators : Electronic CO2 insufflators with pin index connection. Should have an adjustable flow rate of 0-20 litres per minute and a pressure range adjustable between 0-30mm Hg. Pressure and flow rate should be displayed on the front panel provided with silicon autoclavable tubing with luer attachment. Instrument should work on power supply range 100-240V with a frequency of 50Hz single phase. The unit should be complied with IEC safety standards. **The unit should be USFDA/European CE marked.** Secuvent safety system for constant monitoring of intra abdominal pressure and checking over pressure with automatic back release of CO2 gas within 05 seconds should include 1 pack/10 filter for CO2 gas. 1. The machine should give an audible alarm signal in case of wrongly	01

		placed veress pneumoperitonium needle and sudden block in the CO2 flow from machine. 2. The insufflators should also give audible alarm in case of overpressure and release of it automatically. Both the preset value and actual value for pressure and flow should be displayed at the same time on the front panel of the machine.	
		CO2 Gas Micro filter should be provided with each unit.	10 nos.
		High Pressure Hose: High pressure Hose suitable to connect the insufflators with pin indexed CO2 cylinder.	01
		Cold Light Source: Cold light sources with dual control having LED light source fiving illumination equivalent to or not less than 175 watts of halogen lamps. Rechargeable battery backup light source compatible with SP laparoscope is also to be provided. Handy LED battery light source which can be mounted directly on to the laparoscope or rechargeable battery backup light source more than 5 working hours. The unit should comply with relevant IEC safety standards. Should have white light with digital display of intensity and time. Minimum 30,000 Hrs life of LED guarantee.	01
		Fiber optic light cable : Minimum 2300 mm length, minimum 4.8 mm diameter compatible with cold light source & the commonly available telescopes (necessary adaptors may be provided)	02
		System Configuration Accessories, spares and consumables	
		Spare washer for trocar and cannula i. Sealing Cap 10mm. ii. Tappet for multifunctional valve. iii. Seal for Automatic Valve	10 nos each
		Spare Part for Ring Applicator & Veress Needle: i. Spring for Ring Applicator ii. Finger ring(thumb) for ring applicator iii. Knurled screw for ring applicator iv. Inner sheath of ring applicator. v. Tension Rod with grasper (Prone insert) for ing applicator. vi. Adapter for fiber optic light cable for Telescope of same make . vii. Stopcock for cannula gas inlet. viii. Spring cap for stopcock.	 02 nos. 02 nos. 02 nos. 02 nos. 02 no. 02 nos. 02 nos. 02 nos.
		Cleaning Kit: i. Telescope cleansing brush set for scopes. (5mm dia and 10mm dia). ii. Cannula Brush : iii. Cleaning Oil(Silicon Oil) 50ml bottle. iv. Trocar Brush v. Special Lubricant for stopcock.	 05 nos. 02 nos. 02 nos. 02 nos. 05 nos.
		Case for Storage of Laparoscope & instruments: i. Plastic storage brief case with foaming inside for Laparoscope Telescope and all hand instruments and accessories for storage	01

		and transportation.	
		Carbon dioxide Cylinder : 5Kg Carbon dioxide bottle with pin index connection	02
		Main Cord Compatible with insufflators and LED cold light sources of 220-240V	02
		Formalin Chamber for sterilization of Laparoscope • Dimensions of formalin chambers 65 cms ± 10 cm x20 cms (± 2 cm) with three tray made of white Opaque Acrylic.	01
		Tray for sterilization of Laparoscope • +10 cm x 20 cm + 5 cm x 15 cm + 2 cm (Volumetric capacity 10 litr + 2 litre) and the inner tray with holes to keep the instrument in the solution (which is to be kept in outer box). The material should be of S.S material.	02
		All other standard accessories desired for proper functioning of the machine	
		Environmental factors	
		• The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90% • The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative humidity of 15-90%	
		Power supply	
		• Power supply 100-240 V AC, 50/60Hz fitted with Indian Plug	
		Suitable UPS-1.0 KVA • UPS 1.0 KVA offline with one hour backup time. ISE/CE approved good quality.	01
		Voltage Corrector / Stabiliser of appropriate rating • Voltage Stabiliser 1.0 KVA. Should be able to maintain constant output voltage of 220 V AC plus minus 5% should have line RFI filter. ISI/CE approved good quality Indian make	01
		Standards, Safety and Training	
		• Should be US-FDA/European CE approved product. • Manufacturer should have ISO 9001:2008 or ISO 13485:2003 certification for quality standards • Comprehensive training for lab staff and support service till familiarity with the system on site.	
		Documentation	
		• Service and User manual in English • Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out. • List of spare parts with part nos.	
9	MC1709	**Biological safety cabinet**	

		Clarification:	NSF 49/EN1249 or Equivalent standard
		Design:	Approximately 4 feet length x 2 feet Depth Bio safety cabinets Class II, Type A2: 304 stainless steel interior Epoxy –coated steel exterior Removable, seamless, dished work surface with lift out knobs Door – Fully, Clear ¼" tempered safety glass sash counter balance with base stand.
		Circulation:	Class 100. Supply and exhaust through HEPA filters. Inflow velocity of 105 fpm (0.5 m/sec). Down flow velocity of 55 fpm (0.3 m/sec) 70% air recirculation
		Light:	UV and sufficient illumination for work space.
		Gauges:	For monitoring the condition of all HFPA filters as well as work space
		Services Required:	Installation and onsite validation. Calibration certificates. Manuals: Operation, maintenance & part list with detailed specifications. Operational & maintenance Training
		Power supply:	Should include 210 – 240V / 50Hz
			Bio safety cabinet of Class II. Type A2 is recommended for all Viral Research Diagnostic Labs (VRDL). Type B2 biosafety cabinet are recommended only for Biosafety Level 3 work
10	**MC1710**	**Vertical Autoclave**	Fully automatic vertical autoclave, suitable for sterilization under working steam pressure up to 15 PSI or more and temperature of 121^{O}C or more.
		Design:	Unit made of SS 304 chamber, approx inner dimensions 16" to 25" (diameter x depth). Lid made of heavy gauge, steam release valve & necessary safety valves, with foot lifting arrangement to open lid, programmable, with all functional accessories.
		Capacity	70 to 80 lit
		Display:	Time and temperature LCD display
		Alarm:	Low water level alarm and cut off / Sensor open alarm
		Accessories:	Perforated carriers made upto of SS 304 (3-4 Nos)
		Power Supply:	220 / 230 volts AC – 50HZ or suitable power supply
11	**MC1711**	**BOD Microbiological Incubator (28^{O}C)**	
			Double walled body with inner chamber of Stainless Steel and outer galvanized steel with non- corrosive epoxy powder coated fully view glass door.
		Capacity:	100 – 120L with an internal fan for uniform air circulation

		Inner chamber:	3-4 shelves and with illumination
		Temperature:	Control; microprocessor based with digital display. Range: 5^{O}C to 50^{O}C with aqn accuracy of +/- 0.5^{O}C Uniformity: 4: $4/1.0^{O}$C throughout the chamber
		Door alarm:	Low / high temperature alarm
		Cooling:	CFC free refrigeration
		Power Supply:	210-240 V / 50-60 Hz
12	**MC1712**	**Needle Destroyer and Shredders**	
		Equipment for safe and quick disposal of used syringes and needles to free from infection. The needles are destroyed by melting the same using induction heating principles. Based on induction heat principle: Unit to have a generator to generate required power for induction heating to convert hypodermic needles into its original harmless components (Chromium Oxide, Nickel Oxide, Ferrous Oxide). Fair of Alloy Electrodes to melt the needles on contract of over 1500^{O}C. Mounting of electrodes in such a way as to melt the needle fully (length –wise). Built in 5.5. sharp blade cutter to cut the barrel of the syringe. Needle destruction rate 2 -3 needles per minute. Provision of collection tray (removable) for needle refuses and syringe barrel buts. Tray to have a see through panel to view waste. Capacity: Container capacity 500 needles and syringes container cum stand for 500 syringes approximately. Unit is housed in a neat powder coated metal box with provision of ON /OFF switch, pilot lamp and safety fuse. Audio visual indication with buzzer for completion of needle crushing. Powder chord with suitable plug is provided. Power supply: 220 Colts 10%, 50 Hz. AC Rechargeable battery backup 12 volts or higher as per suitability. Unit available with accidental safety device against electric shock prevision with cut off.	
13	**MC1713**	**<u>Shadowless lamp ceiling type minor (Single Dome)</u>** **1. USE** 1.1 Clinical purpose Luminescence shadow less lamp adopts light sources different positions for focus to eliminate shadows of different parts of medical workers. 1.2 Used by clinical department/ward : Operation theatre TECHNICAL 2 TECHNICAL CHARACTERISTICS 2.1 Technical characteristics (specific to this type of device) ➢ Single dome. ➢ minor dome. ➢ Intensity Control :continuous (1,00,000 Lux). ➢ Height Adjustment :600mm. ➢ Action Radius :1850mm. ➢ Possible Movements :Radial, Angular & Axial. ➢ Colour Temperature :4500 and above. ➢ LED technology: minimum 40,000 hours lamp life.	

		➢ Intensity, brightness, contrast and power switch to be made available on **handle/wall-check/lamp head**. ➢ Focal distance(d1+d2)=0.8 to 1.2 m. ➢ Temperature rise on the keep of surgeries to be less than 10°. ➢ CR± approx. 95 or more. ➢ 360° rotation for single arm 2.2 User's interface Manual 2.3 Software and/or standard of communication (where ever required) : NA. **3. PHYSICAL CHARACTERISTICS** 3.1 Dimensions (metric) : NA 3.2 Weight (lbs, kg) :NA 3.3 Configuration :NA 3.4 Noise (in dBA) : NA 3.5 Heat dissipation: Should maintain nominal Temp and the heat should be disbursed through an cooling mechanism 3.6 Mobility, portability : Portable. **4. ENER GY SOURCE (electricity, UP S, solar, gas, water, CO 2 ....)** 4.1 Power Requirements Recharging unit: Input voltage- 220V-240V AC, 50Hz 4.2 Battery operated : NA 4.3 Tolerance (to variations, shutdowns) : NA 4.4 Protection Should have over-charging cut-off with visual symbol. 4.5 Power consumption : NA. **5. ACCESSORIES, SPARE PARTS, CONSUMABLES** 5.1 Accessories (mandatory, standard, optional); Spare parts (main ones); Consumables / reagents (open, closed system) : NA BIDDING / PROCUREMENT TERMS / DONATION REQUIREMENTS **6. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS** 6.1 Atmosphere /Ambiance (air conditioning, humidity, dust ...) ➢ Operating condition: Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90% in ideal circumstances. ➢ Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. 6.2 User's care, Cleaning, Disinfection & Sterility issues ➢ Disinfection: Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover. ➢ Sterilization not required. **7. STANDARDS AND SAFETY** 7.1 Certificates (premarket, sanitary, ..); Performance and safety standards (specific to the device type);Local and/or international ➢ Should be USFDA/European CE and BIS/ ISO 13485 approved product. ➢ Electrical safety conforms to the standards for electrical safety IEC 60601-1General requirements(or equivalent BIS Standard) ➢ Shall meet internationally recognised for Electromagnetic Compatibility(EMC)and Electromagnetic Interference(EMI) for electromedical equipment :IEC 60601-1-2 ➢ Certified to be compliant with IEC 60601-2-4 for usability. 7.2 Local and/or international :Manufacturer / supplier should have ISO certificate for quality standard. **8. TRAINING AND INSTALLATION** 8.1 Pre-installation requirements: nature, values, quality, tolerance ➢ Availability of 5 amp socket; ➢ Safety and operation check before handover; 8.2 Requirements for signoff

		➢ Certificate of calibration and inspection from the manufacturer 8.3 Training of staff (medical, paramedical, technicians) ➢ Training of users on operation and basic maintenance; ➢ Advanced maintenance tasks required shall be documented
14	**MC1714**	**<u>Shadowless lamp Ceiling type major</u>** **1. USE** 1.1 Clinical purpose Luminescence shadow less lamp adopts light sources different positions for focus to eliminate shadows of different parts of medical workers. 1.2 Used by clinical department/ward : Operation theatre **2. TECHNICAL CHARACTERISTICS** 2.1 Technical characteristics (specific to this type of device) ➢ Double dome. ➢ Intensity Control in 9 steps for individual domes. ➢ Height Adjustment :600mm. ➢ Action Radius :1850mm. ➢ Possible Movements :Radial, Angular & Axial. ➢ Colour Temperature :4500K and above. ➢ LED technology: minimum 40,000 hours lamp life. ➢ Intensity, brightness, contrast and power switch to be made available on **handle/wall-check/lamp head**. ➢ Focal distance(d1+d2)=0.8 to 1.2 m. ➢ Temperature rise on the keep of surgeries to be less than 10°. ➢ CR± approx. 95 or more. ➢ 360° rotation for both arms 2.2 User's interface Manual 2.3 Software and/or standard of communication (where ever required) : NA. **3. PHYSICAL CHARACTERISTICS** 3.1 Dimensions (metric) : NA 3.2 Weight (lbs, kg) : NA 3.3 Configuration : NA 3.4 Noise (in dBA) : NA 3.5 Heat dissipation Heat Dissipation: Should maintain nominal Temp and the heat should be disbursed through an cooling mechanism 3.6 Mobility, portability : Hand held device. **4. ENERGY SOURCE (electricity, UP S, solar, gas, water, CO 2 ....)** 4.1 Power Requirements Recharging unit: Input voltage- 220V-240V AC, 50Hz 4.2 Battery operated : Yes 4.3 Tolerance (to variations, shutdowns) Voltage:±10%,Frequency:±2% 4.4 Protection Should have over-charging cut-off with visual symbol. 4.5 Power consumption : NA. **5. ACCESSORIES, SPARE PARTS, CONSUMABLES** 5.1 Accessories (mandatory, standard, optional); Spare parts (main ones); Consumables / reagents (open, closed system) : NA DDING / PROCUREMENT TERMS / DONATION REQUIREMENTS **6. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATONS** 6.1 Atmosphere /Ambiance (air conditioning, humidity, dust ...) ➢ Operating condition: Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90% in ideal circumstances. ➢ Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. 6.2 User's care, Cleaning, Disinfection & Sterility issues ➢ Disinfection: Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover. ➢ Sterilization not required.

		7. STANDARDS AND SAFETY 7.1 Certificates (premarket, sanitary, ..); Performance and safety standards (specific to the device type);Local and/or international ➢ Should be USFDA/ European CE/BIS and ISO 13485 approved product. ➢ Electrical safety conforms to the standards for electrical safety IEC 60601-1General requirements(or equivalent BIS Standard) ➢ Shall meet internationally recognised for Electromagnetic Compatibility(EMC)and Electromagnetic Interference(EMI) for electromedical equipment: IEC 60601-1-2. ➢ Certified to be compliant with IEC 60601-2-4 for usability. 7.2 Local and/or international :Manufacturer / supplier should have ISO 13485 certificate for quality standard. **8. TRAINING AND INSTALLATION** 8.1 Pre-installation requirements: nature, values, quality, tolerance ➢ Availability of 5 amp socket; ➢ Safety and operation check before handover; 8.2 Requirements for signoff ➢ Certificate of calibration and inspection from the manufacturer 8.3 Training of staff (medical, paramedical, technicians) ➢ Training of users on operation and basic maintenance; ➢ Advanced maintenance tasks required shall be documented
15	**MC1715**	**<u>Mobile X-ray Machine(HF)</u>** **1. USE** 1.1 Clinical purpose Used to get the radiographic images where patient mobility to stationary installation is compromised such as use of other life support equipment. Finds great utility in intensive care units. 1.2 Used by clinical department/ward : Intensive care units and radiology department. TECHNICAL **2. TECHNICAL CHARACTERISTICS** 2.1 Technical characteristics (specific to this type of device) **Mobile X-Ray Machine:** ➢ High Frequency generator of 40KHz or more. ➢ –Radiographic KV: 40 to 110KV. ➢ Rad mA: **100mA or more**. ➢ Output power: 6.0 KW. ➢ mAs range: 1 to 200mAs **X-Ray tube head:** ➢ Mono block version X-Ray Tube Head with Stationary Anode Single focus X-Ray Tube. The monoblock consists of Tube, H.V. transformer, filament transformer, H.V. Rectifiers & Capacitors, all immersed in High Grade, High dielectric oil. ➢ One No. Manual Collimator should be provided, with auto off facility. **Tube Stand:** ➢ Mobile Stand with 4-wheel design, which ensures easy mobility and steering. The Spring Balance Stand should be very light in weight with tube arm. It should be very easy to maneuver & allows smooth movements of Tube Head in vertical Plane. Lead lined cassette storage box. Large wheels for easy mobility should be provided. The stand is designed for maximum maneuverability of the unit and is able to achieve tube focus to floor distance of minimum 75 inch and tube focus to tabletop distance of minimum 46 inches (Standard Radiography Table). The equipment should occupy minimum floor area & is capable to be taken through elevators with ease. **Control Panel:** ➢ KV Increase & Decrease Switches. ➢ mAs Increase & Decrease Switches. ➢ Machine ON/OFF Switch. ➢ Collimator Lamp 'ON' Switch. ➢ Stand by & Exposure Switch. ➢ Self diagnostic Programme with indicators for:-

		▪ Earth fault Error. ▪ KV Error. ▪ Filament Error. ▪ Tube head Thermal Error ➢ Stand by (Ready) & X-Ray On Indicator.. ➢ Incoming Voltage Indicator. There should be provision for the machine to work from 190Volts Input supply to 250V input supply. ➢ Anatomical Programming Radiography (i.e. APR) should be provided in which KV and mAs are automatically selected depending upon the physique of the patient and part of the body to be X-Rayed. ➢ Anatomical Programming up to 200 programmers or more ➢ There should be a provision that the control should get off, if no key is pressed for 10Min. ➢ A Hand Switch with Dual action for exposure Release with Retractable Cord is provided for Radiation Protection to the Operator. There should be cordless remote for exposure along with corded exposure switch. 2.2 User's interface : Manual 2.3 Software and/or standard of communication(where ever required) **3. PHYSICAL CHARACTERISTICS** 3.1 Dimensions (metric) : NA 3.2 Weight (lbs, kg) : NA 3.3 Configuration : NA 3.4 Noise (in dBA) Noise-free system 3.5 Heat dissipation Heat Dissipation: Should maintain nominal Temp and the heat should be disbursed through a cooling mechanism. 3.6 Mobility, portability mobile. **4. ENERGY SOURCE (electricity, UPS, solar, gas, water, CO2 ....)** 4.1 Power Requirements Power supply: 230V, AC, 50Hz. 15 Amps, single phase, Line resistance < 0.4 ohms 4.2 Battery operated no 4.3 Tolerance (to variations, shutdowns) line regulation of ±10%. 4.4 Protection NA **5. ACCESSORIES, SPARE PARTS, CONSUMABLES** 5.1 Accessories (mandatory, standard; Spare parts (main ones); BARC Approved whole body lead aprons with hangers : 02 nos. Goggles : 02 nos. Thyroid guard : 02 nos. Gonadal sheet : 02 nos. Mastoid cone : 02 nos **6. ENVIRONMENTAL AND DEPARTMENT AL CONSIDERATIONS** 6.1 Atmosphere / Ambiance (air conditioning, humidity, dust ...) ➢ Operating condition: Capable of operating continuously in ambient temperature of 5 to 50 deg C and relative humidity of 15 to 80% in ideal circumstances. ➢ Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. 6.2 User's care, Cleaning, Disinfection & Sterility issues ➢ Disinfection: Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover. ➢ Sterilization not required. **7. STAND ARD S AND SAFETY** 7.1 Certificates (pre-market, sanitary, ..); Performance and safety standards (specific to the device type);Local and/or international ➢ Should be USFDA/ European CE/BIS approved product. ➢ Manufacturer and Supplier should have ISO 13485 certification for quality standards. ➢ Electrical safety conforms to the standards for electrical safety IEC 60601-1-General requirements(or equivalent BIS Standard).

		➢ Shall meet internationally recognised standard for Electromagnetic Compatibility(EMI/EMC) for electromedical equipment: 61326-1. ➢ Certified to be compliant with IEC 61010-1-3,IEC 61010-1-2,IEC 61010-2-54,IEC 61010-1-6 ➢ AERB type approved 7.2 Local and/or international Manufacturer / supplier should have ISO 13485 certificate for quality standard. **8. TRAINING AND INSTALLATION** 8.1 Pre-installation requirements: nature, values, quality, tolerance : NA 8.2 Requirements for sign-off Certificate of calibration and inspection of parts from the manufacturer 8.3 Training of staff (medical, paramedical, technicians) ➢ Training of users on operation and basic maintenance; ➢ Advanced maintenance tasks required shall be documented
16	MC1716	**<u>500 mA X-Ray Machine</u>** **1. USE** 1.1 Clinical purpose Radiography of the bones and fractures and other arthropathies. X- Ray Chest for the supportive diagnosis of the Pulmonary Tuberculosis. X - Ray Pelvis (KUB) for renal disorders and stones. Sinusitis, Fractures of the Skull. Cardiac diseases and cardiac enlargement. Silicosis and other respiratory conditions, like Pleual effusion,, hydrothorax, Pneumothorax. Peritonitis by X-Ray abdomen. 1.2 Used by clinical department/ward : Radiology Department **2. TECHNICAL CHARACTERISTICS** 2.1 Technical characteristics (specific to this type of device) High frequency X-Ray machine suitable for general radiography. **X-RAY GENERATOR :** ➢ High Frequency X-Ray Generator having frequency of 50KHz or more should be provided. ➢ Power output of generator should be 50KW. ➢ Radiographic KV Range should be 40 to 125KV. ➢ mA Range (Rad.): 500mA or more. ➢ Exposure time (Rad.): 1ms to 3Sec. ➢ mAs Range (Rad.): 1 to 200mAs. **CONTROL:** A very compact, Soft Touch Control Panel having following functions & indications should be provided. The panel can be supplied in Floor or Wall mount with Spill Proof design. Following features should be available on the control panel. ➢ Machine ON/OFF Switch. ➢ Digital Display of KV & mAs. ➢ KV & mAs increase and decrease switches. ➢ Tube focal spot selection Switch. ➢ Ready and X-Ray on switch with Indicators ➢ Bucky Selection Switch. ➢ Self diagnostic Programme with Indicators for Earth fault error, KV error, filament error & Tube's Thermal Overload. ➢ Anatomical Programming Radiography (i.e. APR) should have Preprogrammed parameters of human Anatomy Up to 216 programs which helps the user to select exposure parameters based on bodypart, examination view and size of the patient. 2.1 Technical characteristics (specific to this type of device) A dual action hand switch with retractable cord should be provided for Radiation Protection of Operator. There should be provision for a cordless Exposure switch also. There should be provision of auto shut off of Control if no key is pressed for 10Min. **X-RAY TUBE:** ➢ Two Nos. Dual focus Rotating Anode X-Ray tube thermally protected ➢ Anode heat storage capacity of tube should be more than 140KHU. ➢ Two Pair of 8 meter H.V. Cable.

		➢ Two Nos. Collimator with auto shut off facility should be provided. **HV TANK:** ➢ A very compact H.V. Tank filled with high dielectric transformer oil should be provided. The H.V. Tank should contain H.V. transformer, Filament Transformers, H.V. Rectifiers & H.V. Cable receptacles. **TUBE STAND:** ➢ Floor to Ceiling Stand with Counter Balanced Tube Head (Rotatable ± 180 Degree), 360 Degree Rotatable; mounted on Floor Ceiling Rails for convenient movements should be provided. 2.1 Technical characteristics (specific to this type of device) **TABLE:** ➢ Motorized table should have motorized bucky consisting of bucky grid of size 17 ¼" x 18 7/8" ratio 8:1, 85 lines/inch. Spot Film Device (semi automatic) capable of doing all routine spot filming (4 on 1, 2 on 1, 1 on 1) for use with 8" x 10", 10" x 12", 14" x 14" cassettes. Grid size 15" x 15", 6:1 ratio, 103 lines per inch. Compression movement of spot film device is motorized. The fluoroscopic parameters (fluoro KV, fluoro mA and fluoro time) should be digitally displayed on the SFD. Control of fluoro KV should be available on SFD. **VERTICAL BUCKY STAND:** ➢ Vertical Bucky Stand with oscillating Grid of Ratio 8:1, 85 lines/inch is provided.T ➢ The Bucky moves up & down & is equipped with a stainless steel cassette tray. ➢ The stand is floor-mounted type & can accommodate cassettes up to 14" X 17". The Bucky is tilted in 6 steps of 15 degree Angle each for various Radiographs. 2.2 User's interface : manual 2.3 Software and/or standard of communication(where ever required) : In built **3. PHYSICAL CHARACTERISTICS** 3.1 Dimensions (metric) : NA 3.2 Weight (lbs, kg) : NA 3.3 Configuration : NA 3.4 Noise (in dBA) Noise-free system 3.5 Heat Dissipation: Should maintain nominal Temp and the heat should be disbursed through a cooling mechanism 3.6 Mobility, portability Stationary Installation. **4. ENERGY SOUR CE (Electricity, UPS, Solar, Gas, Water, CO2 ....)** 4.1 Power Requirements Power supply: Three phase 440 volts 4.2 Battery operated : No 4.3 Tolerance (to variations, shutdowns) line regulation of ±10%. 4.4 Protection : NA **5. ACCESSORIES, SPARE PARTS, CONSUMABLES** BARC Approved whole body lead aprons with hangers : 02 nos. Goggles : 02 nos. Thyroid guard : 02 nos. Gonadal sheet : 02 nos. Mastoid cone : 02 nos **6. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATONS** 6.1 Atmosphere / Ambiance (air conditioning, humidity, dust ...) ➢ Operating condition: Capable of operating continuously in ambient temperature of 5 to 50 deg C and relative humidity of 15 to 80% in ideal circumstances. ➢ Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. 6.2 User's care, Cleaning, Disinfection & Sterility issues ➢ Disinfection: Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover.

		➢ Sterilization not required. **7. STANDARDS AND SAFETY** 7.1 Certificates (pre-market, sanitary, ..); Performance and safety standards (specific to the device type);Local and/or international. ➢ Should be USFDA/ European CE/BIS approved product. ➢ Manufacturer and Supplier should have ISO 13485 certification for quality standards. ➢ Electrical safety conforms to the standards for electrical safety IEC 60601- 1-General requirements(or equivalent BIS Standard) ➢ Shall meet internationally recognised standard for Electromagnetic Compatibility(EMI/EMC) for electromedical equipment: 61326-1. ➢ Certified to be compliant with IEC 61010-1-3,IEC 61010-1-2,IEC 61010-2-54,IEC 61010-1-6 and IEC 62304 ➢ AERB type approved 7.2 Local and/or international Manufacturer / supplier should have ISO 13485 certificate for quality standard. **8. TRAINING AND IN STALLATION** 8.1 Pre-installation requirements: nature, values, quality, tolerance. Three phase stable power supply 8.2 Requirements for sign-off Certificate of calibration and inspection of parts from the manufacturer 8.3 Training of staff (medical, paramedical, technicians) ➢ Training of users on operation and basic maintenance; ➢ Advanced maintenance tasks required shall be documented
17	MC1717	**<u>CR System</u>** **1. USE** 1.1 Clinical purpose Used for Digitization of the already existing Analog X-ray Systems giving advantage of image processing and increased speed Ideal for Medium workload facilities and Secondary care facilities. 1.2 Used by clinical department/ward : Radiology Department TECHNICAL **2. TECHNICAL CHARACTERISTICS** 2.1 Technical characteristics (specific to this type of device) ➢ Digitizer (CR) system should have capacity to process **more than 60 or more** cassette/films per hour of 14 X 17" size. ➢ 2. Standard work station (Console) coupled with CR image storage capacity – at least 2000 images specify the numbers. It should have a resolution of 5 pixels/mm (Minimum) for standard resolution cassette & **up to 10 pixels/mm or more.** ➢ Separate DICOM workstation in ultra modality with all processing facilities in a centralized reporting. ➢ Other feature of CR system. • Image post processing. • Window levelling • Annotation • Area of interest Zoom • Magnification • Flipping & panning • Automatic exposure correction • Pre view software • Edge enhancement stepwise • Contrast/Brightness adjustment • Shuttering / ROI Finder • Application related software like Pediatric should be available – The system should have software & hardware to perform full leg/Full spine/Long Body imaging/imaging stitching. • DICOM Print • DICOM image output to network workstation. • Grid Pattern removal software & noise compression processing.

		• Gray Scale reversal • Rotation • Image preview time 25 to 60 Sec. (For large image) 2.1 Technical characteristics (specific to this type of device) System should be fully compliant with DICOM 3. ➢ Automatic cassette identification through bar code reader. ➢ Laser/Dry image camera with at-least three film size on line 14”X 17”, 11”X 14”/ 10” X14”, 10” X 12”, & 8” X 10”. ➢ Contrast spatial / Reading resolution 10 pixel/ mm or more constant high resolution in all sizes. True size printing should be possible from reader console. Automatic exposure correction & facility for manoeuvring reading sensitivity manually. Gamma curves for multiple object intensity processing. Registration & cassette identification should be possible to be done before & after the exposure (Pre/Post registration) 7. Specification for Laser Camera ➢ Mention Spatial resolution higher level preferable minimum 500 DPI/PPI. ➢ Mention Gray Scale resolution : more than 12 bits preferable ➢ Mention Processing capacity/hour for (14” X 17”) films, It should be more than 70 films /Hour ➢ Acceptable film size: 14”X 17”, 11”X 14”/ 10” X 14”, 10” X 12”, & 8” X 10”. ➢ Online film size : **at least two film size** ➢ DICOM compatible ➢ CR workstation should have following feature ➢ Multiple image printing with multiple format. ➢ Measurement of image, insert scale. ➢ Preloaded annotation. ➢ DICOM CD writing & reading. ➢ Image inverse, image flipping, image magnification, zooming. ➢ Reporting format. ➢ Image preview. ➢ Image cropping. ➢ Printing multiple patient on one film. ➢ CD writing for multiple patient on one CD ➢ Should have a hard disk of 80 GB or more for storing image. 2.2 User’s interface manual 2.3 Software and/or standard of communication(where ever required) In built **3. PHYSICAL CHARACTERISTICS** 3.1 Dimensions (metric) : NA 3.2 Weight (lbs, kg) : NA 3.3 Configuration : NA 3.4 Noise (in dBA) Noise-free system 3.5 Heat dissipation Heat Dissipation: Should maintain nominal Temp and the heat should be disbursed through a cooling mechanism 3.6 Mobility, portability Stationary installation. 4. ENERGY SOURCE (Electricity, UPS, Solar, Gas, Water, CO2 ....) 4.1 Power Requirements Power supply: 230V, AC, 50Hz. 4.2 Battery operated no 4.3 Tolerance (to variations, shutdowns) : NA 4.4 Protection NA. **5. ACCESSORIES, SPARE PARTS, CON SUMABLES** 5.1 Accessories (mandatory, standard); Spare parts (main ones); Consumables (open, closed system) Machine should be supplied with following transducers:- ➢ 2 No. BARC Approved whole body lead aprons with all attachments. ➢ Please provide cassette for CR 14” X 17” -2 No. 11” X 14” /10”X14”-2 No.

		10”X12”-2 No. 08”x10” – 02 nos. ➢ Suitable online pure sine wave UPs for 30 minute backup ➢ Compatible computer System with 2 medical grade monitors IDDING / PROCUREMENT TERMS / DONATION REQUIREMENTS **6. ENVIRONMENTAL AND DEPARTMENTAL CON SIDERATIONS** 6.1 Atmosphere / Ambiance (air conditioning, humidity, dust ...) ➢ Operating condition: Capable of operating continuously in ambient temperature of 5 to 50 deg C and relative humidity of 15 to 80% in ideal circumstances. ➢ Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. 6.2 User’s care, Cleaning, Disinfection & Sterility issues ➢ Disinfection: Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover. ➢ Sterilization not required. **7. STANDARDS AND SAFETY** 7.1 Certificates (pre-market, sanitary, ..); Performance and safety standards (specific to the device type);Local and/or international ➢ Should be US FDA/ European CE/BIS approved product. ➢ Manufacturer and Supplier should have ISO 13485 certification for quality standards. ➢ Electrical safety conforms to the standards for electrical safety IEC 60601-1-General requirements(or equivalent BIS Standard) 7.2 Local and/or international Manufacturer / supplier should have ISO 13485 certificate for quality standard. **8. TRAINING AND INSTALLATION** 8.1 Pre-installation requirements: nature, values, quality, tolerance Three phase stable power supply 8.2 Requirements for sign-off Certificate of calibration and inspection of parts from the manufacturer 8.3 Training of staff (medical, paramedical, technicians) ➢ Training of users on operation and basic maintenance; ➢ Advanced maintenance tasks required shall be documented.
18	MC1718	**<u>Double Beam UV-Visible Spectrophotometer</u>** Microprocessor based UV-Vis Spectrometer with the following specifications: i. Photometric system: Double Beam optics. ii. Photometric range: Absorbance: -4 to +4.0 Abs, Transmittance 0.0 to 400%. iii. Photometric Accuracy: +/- 0.004 Abs. At 1.0 Abs, and +/- 0.002 Abs. At 0.5 Abs. iv. Wavelength Range: 190 to 1000 nm or better. v. Wavelength Setting: 0.1 nm increment. vi. Wavelength Accuracy: +/- 0.1nm or better. vii. Wavelength Repeatability: +/- 0.1nm or better. viii. Scanning speed: Selectable up to 3000 nm/min. or better. ix. Spectral Bandwidth: Variable/1nm or better. x. Stray Light: Less than 0.02% at 220nm & 340 nm. xi. Baseline stability: Less than 0.0003 Abs/H. xii. Baseline Flatness: less than 0.0006 Abs/H. xiii. Noise level : less than 0.00005 Abs. xiv. Monocharomator: Czerny Tuner blazed holographic grating Silicone photodiode (02 Nos.). xv. USB Port: 3-4 USB ports for data transfer, PC, Printer connectivity. xvi. Light source: Tungsten and Deuterium Lamp. xvii. Quartz Cuvetee: 3ml capacity with path length of 10mm (02 Pairs). Quoted system should have built-in D2 lamp consumption counter to check the lamp life. Spectrophotometer should have built in hardware validation for Wavelength accuracy, wavelength

		repeatability, resolution, stray light, photometric accuracy, photometric repeatability, baseline flatness, baseline stability, noise level and validation software alongwith optical filter for wavelength calibration. Windows based operating software should have built in features like real time concentration display, Photometric mode single/mult-wavelength, Enzyme Kinetic calculation, event recording such as addition of reagents during measurement, DNA/protein quantification etc. Spectrophotometer should have built-in display so that user can use the Spectrophotometer without PC/Laptop also.
19.	MC1719	**Ice Line refrigerators:** Ice-lined refrigerator powered by mains electricity (alternating current): compression-cycle Net Vaccine Storage Capacity – a. 95 – 100 lit b. 145-155 lit c. 245 – 255 lit d. 350 – 360 lit ✓ Hold over time of 2- 8 days – The time during which all points in the cabinet remain between +2 °C to +8 °C for 10 days after the power supply has been cut. ✓ There is no risk of freezing of vaccines – **(Grade A Freeze Protection)** ✓ Can operate in rough ambient temperature: +5 °C to +43 °C ✓ Green : Environmental friendly refrigerator Full Volume is available for vaccine storage due to uniform temperature throughout Post stabilization, **Refrigerator should reach the ambient temperature within operation time of only 2.5 hrs/day power at 43°C** **High Holdover time maintains active cooling even in cases of power outages.** **□ Intelligent early warning system. □ Resistance to Thermal shock.** **□ Inbuilt Voltage regulator for electricity spike protection** **Refrigerant : R600A – CFC free gas**: **negligible ozone depleting potential and very low global warming potential** Operating temperature range: **+**5°C to +43°C Voltage and frequency: 220-240 Volt 50/60 Hz **Areas not suitable for vaccine storage: None. No risk of freezing** **Holdover time: 2 to 8+ days** Temperature control: • Refrigerator Compartment:- entire vaccine load remains within acceptable temperature range +2°C to +8C • Thermostat: the patented **self-regulating technology** ensures that fridge operating temperatures will always tend to 4°C. The thermostat is set to prevent freezing in any part of the vaccine storage compartment and is effective throughout the ambient temperature range +5°C to +43°C. Corrosion resistance: Outer cabinet is made of Galvanised mild steel 1.1.1. Lock: refrigerator door is fitted with two latch locks compatible for use in conjunction with a padlock 1.1.2. Display Thermometer: externally readable digital display thermometer , mounted on door 1.1.3. Stabilizer: Operating range: 160-270V 1.1.4. Power lead: lead of length 1.5 – 2 m is provided 1.1.5. Base stand: A Galvanised mild steel stand is also provided, can withstand 400 kg load 1.1.6. Energy Consumption, Stable Running(kWh/24hrs): 0.75- to 2.041 1.1.7. Energy Consumption, Cool Down (kWh/24hrs): 1.9- to 2.32 1.1.8. **All Devices should be WHO PQS pre qualified.** 1.1.9. **Facilitates fast recoup of chamber temperature during frequent access / door openings**

		1.1.10. **Low power consumption** 1.1.11. **Passive cooling –Low maintenance** 1.1.12. **No Defrost, Accurate temperature control. •** 1.1.13. **Audile / Visual Warnings for in any temperature creeps (High / Low).** 1.1.14. **• Self diagnostic system check alarm • Low Temperature stratification within chamber.** 1.1.15. **• All Systems / Controls on top for easy access during maintenance**
20	MC1720	**PULMONARY FUNCTION TEST SYSTEM WITH DIFFUSION & BODY PLETHYSMOGRAPHY** Description Body Pleythsmograph • A wide cabin with internal volume range of 800 to 900 litres to provide ease of accessibility and comfort to the patient without effecting volume changes. • Transparent glass walls to ensure visibility form all sides and minimize any claustrophobic feeling for the patient. • The seat must be comfortable and adjustable in height. • The arm for the breathing valve support must be flexible enough to allow tests execution even outside the cabin. • Controlling station should be on a movable trolley. • Compensation box for automatic compensation of pressure changes in environment • Intercom for communication with the patient **Test and minimum set of parameter required** Dynamic lung Volumes — Measurement of the forced vital capacity (FVC). Slow vital capacity (SVC) and Maximal Ventilator y Ventilation (MVV). Graphic display of Flow/volume Bronchial challenge test — Measurement of the response to Bronco constriction and Bronco dilation. Graphic display of fall FEVI: Static lung volumes — Measurement of TGV, RV, VC, IRV, ERV, FRC, TLC Airway resistance — RAW (Insp, exp, tot), SRAW, GAW, SGAW, Derived parameters Respiratory Mechanics — MIP/MEP and Respiratory Drive (P0.1) Lung Diffusion capacity Tests — a) Single- Breath with Apnca b) Single Breath without Breath Holding. c) DLCO 3 Equation **Technical Specifications** **Flow meters: Both Pneumotachograph as well as Digital Turbine** a) PNTX9 Pneumotach Type lilly pneumotach. Flow range 0.02 -16 1/s, Accuracy ±2% Resistance <1 cm H@O/1s @ 14 1/s b) Bi-directional Turbine with a flow range of 0.03 to 20 L/s. Ventilation Range 5-300 L/m, accuracy: ±2% **CO-CH4 Sensor**: should be Non Dispersing infrared (NDIR) with 0-3% range, Accuracy ±0.003% **Box Pressure sensor:** Type Piezoresistive Range ±1cm H2O Resolution 0.05 cm H2O **Mouth Pressure Sensor:** Type Piezoresistive Range ±70cm H2O Resolution 0.1 cm H2O **Environmental sensors:** The system should have temperature, barometric and Humidity sensors **Sensors**: All sensors should be non-consumable

		Power supply: The operating AC Voltage range should be 100-240 V AC±10% 50/60Hz **Interface**: It should have Rs 232/USB interface for connecting to a computer **Software:** Software should be supplied with the equipment. The management software should be designed for windows 8/10 environemtn. **Essential Accessories:** The system should be supplied with all essential accessories required like compatible Desktop PC, DeskJet Printer, UPS (1KVA), Trolley for PC and Control unit, Diffusion Test gas cylinder (02 Nos) Compressed Gas Cylinder Medical Grade for Body Box (02 nos.) and regulators (02 nos.) anti-bacterial filters (1000 nos.) Silicon Mouthpieces (1000 nos) Nose clips (100 nos.) **Quality assurance:** The system should have CE, US FDA, ISO certifications and should meet ATS/ERS standardization guidelines
21	MC1721	**Portable Spirometer** The system should be light weight, stand along with built in Printer, Display and Alpha numeric keypad to perform screening spirometer tests including FVC (Pre-post), MVV, SVC, Respiratory Pattern, Broncho Challenge test, It should also be able to measure MIP/MEP and Airway resistance by Occlusion method (Rocc), It should have facility to down load tests to the computer and also to perform real time testing on the computer directly. It should be able to measure the following parameters: Forced Vital Capacity (Pre-Post): FVC, FEV1, FEV6, FEV1/FEV6/FVC, PEF, PIF, FEV1/FVC, FEF25-75, FEV1/VC%, % FEV1, MEF25%, MEF50%, MEF75%, FET100%, VEXT, PEFT Bronco challenge Test (Dose Response): PD10, PD15, PD20 with automatic diagnosis of COPD Slow Vital Capacity: ERV, IRV, VE, IVC, VC, VT, RF, IC Maximum Voluntary Ventilation : MVV, MVT, MRF, VE MIP/MEP Module: MIP and MEP Rocc Module: Rocc_ex, Gocc_ex. Rocc_in. Gocc_in. Tirgger Flow, Bronchial Challenge. BTPS Correction: Automatic by means of in-built Temperature sensor. **Display:** The system should have a 320x240 Graphic colour display **Printer**: Thermal **Weight:** Should be less than 1.5 kg **Power supply**: Should be able to operate from mains as well as battery. Flow Meter: Should be digital Bi-directional Turbine with a flow range of 0.03 to 20 L/s, volume range 12L, Accuracy FV: ±2% **Interface**: It should have both USB as well as RS232 interface **Software**: Software compatible for windows 8/10 should be supplied with the equipment. **Essential accessories/consumables**: In addition to the standard set of accessories the system should be supplied with a) Disposable mouthpieces adult and paediatric -500 pcs. Each, b) Nose clip-100 pcs. C) Thermal paper rolls-100-d) anti-bacterial fileters-5—pcs. And e) 3 litre calibration syringe **Optional**: 1. Integrated pulse oximetry module to be quoted as optional 2. Compatible laptop with printer. **Quality Assurance**: The manufacturer should have ISO, CE (European) & US FDA certification. The system must meet ATS/ERS standardization (2005) guidelines.