JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of the Government of Jammu and Kashmir)

Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar) email:mdjkmscl2@gmail.com; ismjkmscl2018@gmail.comwebsite: www.jkmsclbusIness.com



E-BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENTS

(REFERENCE No: NIT/JKMSCL/M&E/2023/609 DATED: 14/12/2023

LAST DATE OF SUBMISSION OF ONLINE BIDS: 20-01-2024 upto 1600 hrs

Important Note: Each page of e-Bid should be properly page marked and indexed. Page Number should be reflected at the bottom of each page. All documents requested in "Annexure-II", should be reflected in the column mentioned against each (Page No. ___). Any deviation may result in rejection of the bid and the bidder shall be solely responsible for the same.

BIDDING DOCUMENT FOR PROCUMENT OFMACHINERY & EQUIPMENTS Table of Contents

S.No.	Section	Description	Pages
1.	NIL	Bid Submission Letter	
2.	NIL	Notice Inviting Bid for uploading on Websites	
3.	I	Instructions to Bidders	
4.	II	Bid Data Sheet	
5.	III	Evaluation and Qualification Criteria	
6.	IV	Bidding Forms (BF)	
7.	V	Schedule of Supply	
8.	VIA	General Conditions of Contract (GCC)	
9.	VIB	Special Conditions of Contract (SCC)	
10.	VIC	Contract Forms (CF)	

(To be submitted on letter head of Firm)

Bid Submission Letter

(Declaration Form)

Sub: - Regarding Bi	d submission	for NIT/JKMSCL/M&E/2023/609	DATED 14 -12-2023
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I/We
I/We declare that we are participating in this bid in the capacity of
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 have enclosed the documents as per details given in Annexure I of the NIB and other documents asked in NIT. We further undertake to abide by all the terms & conditions of the NIB.
Dated Name and signature of bidder with seal





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Tender No. NIT/JKMSCL/M&E/2023/609 Dated: 14/12/2023

NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of "Machinery & Equipment" from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jktenders.gov

- IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be out-rightly rejected.
- DD as mode of payment for cost of tender/tender processing fees/Bid Security shall only be entertained if the same is deposited physically against proper receipt in the Corporate Office of JKMSCL, before the closing due date of e-bid.
- <u>Bid Security</u> Rs. 1,00,000.00 in the form of FDR/CDR/BG/RTGS/NEFT (FDR/CDR from scheduled/Nationalised Bank / BG from Nationalised Bank) with validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. Firms which are registered as (Micro and Small Enterprise) MSEs Unit(s) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be considered for Exemption of bid security including tender fee of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs. 9000/- is to be paid by the MSE Unit(s) also.
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.

Sd/-Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.

Note: The bidders who opt to bid for multiple manufacturer shall have to provide complete details of each manufacturers in a systemic way covering all documents asked in Cover-A. Separate sheet shall have to be attached for every individual item.

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BIDDING DOCUMENT FOR Procurement of Machinery & Equipment

Tender No.NIT/JKMSCL/M&E/2023/609

Date of publication of e-bid

Start date and time for download of bid document Last date and time for download of bid document

Clarification start date

Clarification end date

Pre- bid conference

JKMSCL

Start date and time for submission of online bids

Last date and time for submission of online bids

Date and time for online opening of technical bids

Date and time for online opening of technical bids Cost of tender document

Tender Processing charges

:14-12-2023

: 14.12 -2023

: 14.12-2023

: 20.01-2024 at 1600 hrs

: 14.12-2023 at 1100 hrs

: 26.12-2023 upto1400 hrs

: 26.12**- 2023 AT 11.00 A.M**

(at Corporate Office, Jammu/Srinagar)

: 14.12-2023 at 1500 hrs

: 20.01.2024 at 1600 hrs

: 22.01-2024 at 1100 hrs

: Rs. 1000/-

: Rs. 9000/-

ADDRESS FOR COMMUNICATION: Managing Director or General Manager, J&K Medical Supplies Corporation Ltd,

Address: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu Bemina Near Haj House- Srinagar (Kashmir)

Note: -

- 1. The bidder shall have to get themselves updated with the date & time fixed for Prebid 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 'GST' clearance

- certificate/returns submitted from the taxation department 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: -

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:

- 1. No representation shall be allowed, accepted and entertained after the Pre-bid meeting (i.e upto 4.00 P.M of Pre-bid date). Bidders are requested to submit their queries/clarifications by or before the date fixed (mentioned above), so that the same can be discussed and clarified during the Pre-bid meeting.
- 2. Google code for pre bid conferencehttps://meet.google.com/mwp-nesh-rnj
- 3. E mail id foe pre-bid queries :- prebid.jkmscl@gmail.com

TABLE-1

S. No.	Item code	Name of the item			
1	ME2356	CTG Machine	05 Crore		
2	ME2357	Full body UV Therapy for vitiligo and Psoriasis	05 Crore		
3	ME2358	Co2 Fractional Laser	05 Crore		
4	ME2361	Pure Tome Audiometer	05 Crore		
5	ME2361	Audiometer	05 Crore		
6	ME2360	Impedance Audiometer	05 Crore		
7	ME2362	Tracheosctomy Set	05 Crore		
8	ME2363	Laryngoscopy, Oesphagoscopy and Bronchoscopy Set	05 Crore		
9	ME2364	Otology	05 Crore		
10	ME2365	Stapedectomy Set	05 Crore		
11	ME2366	Otendoscope Telescope	05 Crore		
12	ME2367	Mechanical Hysteroscopic Tissue Removal (mHTR) System with fluid management system	05 Crore		
13	ME2333	Electrocardiograph	05 Crore		
14	ME2305	Automated Coagulation Timer(ACT)	05 crore		
15	ME2311	Otoscopes	05 Crore		
16	OPH04	Combined Surgical Workstation	05 Crore		
17	MC0904	OCT (Optical Coherence Tomography)	05 Crore		
18	MC0912	Alcohol breath analyzer	05 Crore		
19	PAEDP1	Rotary Microtome	05 Crore		
20	PAEDP2	Slide warming table	05 Crore		
21	PAEDP3	Tissue floatation water bath	05 Crore		
22	MC2304	Advance plume management system Specifications	05 Crore		
23.	DHJ2313C	GT Bolt 48	05 Crore		
24	DHJ2313D	Twincubator	05 Crore		
25.	ME2368	Micro wave Tumor Ablation	05 Crore		
26.	ME2333	Dedicated High end Ultrasound machine with all applications Main USG section MMABM	05 Crore		
27	ME2337	Automated Capillary Electrophoresis System with software and other necessary accessories.	05 Crore		
28	ME2338	Nerve Simulator	05 Crore		
29.	ME2339	Cordless Curved Jaw Ultrasonic Dissection System	05 Crore		

The Average Annual Turn Over required for the above items pertaining to Group "Procurement of Machinery & Equipment" is 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. Only manufacturer(s) or Importer(s) fulfilling the turnover clause shall be eligible to participate the e.bid.

Note:

- 1. The catalogues/brochures of the item shall be submitted along with the EMD in separate envelopes, prior to submission of online bids. The catalogues/brochures pertaining to the equipment information should be signed by the authorized signatory of the manufacturer.
- 2. No minimum quantity is guaranteed and the bidder shall not claim any compensation from the Jammu & Kashmir Medical Supplies Corporation Ltd.

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Jammu and Kashmir Medical Supplies Corporation Itd. (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 documesnt.

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:

<u>'</u>	may not be considered invalid:
Clause No.	Description
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 receipt for cost of tender, tender processing fee 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 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.
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

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 Union Territory of J&K. 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 Union Territory of J&K/after charging the administrative expenses.
12	The qualified bidders are required to submit the relevant documents and annexure uploaded with their e.bid in original along with catalogues at the time of issuance of LOI /execution of agreement before issuance of rate contract.
13	The bidder shall not under any circumstances quote "Zero" anywhere in the BOQ.
14	Important Instructions to bidders The bidders shall have to abide the clauses/restrictions in terms of Rule 144 (xi) of the General Financial Rules (GFRs) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide No. F.No.6/18/2019-PDD dated 23.07.2020. The bidders are required to submit a certificate/ declaration regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted and is found to be false, it will be a ground for immediate termination & further legal action in accordance with law. Bidders are required to go through the said order & Office Memorandum (s) for the necessary compliance Model Certificate for tenders "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this border is not from such a country and is eligible to be considered." Model Certificate for Tenders "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with
	not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fullfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the competent Authority shall be attached"

Section-II: Bid Data Sheet (BDS) Table of Contents

S. No.	Description	Pages
1.	Introduction	
2.	Bidding Document	
3.	Preparation of Bids	
4.	Submission and Opening of Bids	
5.	Evaluation and Comparison of Bids	
6.	Award of Contract	
7.	Redressal of Grievances during Procurement Process	

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.	parameters, its financial capability and other factors are defined. Description
1.	Contractual experience:-
	The bidder shall be an 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:-
	Client Base on Letter Head of the Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer with references of the supply orders, for any of the three years in last five years along with satisfactory performance certificate of minimum one installation (Copies of reference supply orders and satisfactory performance certificate need to be attached)
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 Latest GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'GST' clearance certificate/return submitted online as per GST rules along with GST No. and the 'PAN' issued by concerned department.
8.	Declaration regarding qualifications :-
	Declaration regarding qualifications of the bidder shall be given in specified format provided in bidding forms.

1. Evaluation Criteria

Claus	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>i.e.</i> 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).
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, 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 (wherever asked) i.e cost of main item + cost of Accessories = 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 shall be given in evaluation of bids and award of contract as per MSME Policy in vogue.
4.2	Taxes as applicable, should be mentioned clearly and separately.

Section IV: Bidding Forms

Table of Contents

S.No	Name of Bidding Forms		Pages	
1	Bid security			
2	Bid / Tender charges (Incl. Tender processing fee)			
3	List of Items Quoted	(Annexure I)		
4	Technical bid submission sheet	(Annexure II)		
5	Financial bid format (BOQ)	(Annexure III)		
6.	Declaration and undertaking	(Annexure IV)		
7	Client Base	(Annexure V)		
8	Authorisation from principal manufacture	r (Annexure VI)		
9	Average Annual Turnover Statement	(Annexure VII)		

(Annexure I)

On Firm's letter head

LIST OF ITEMS QUOTED IN THE BID

S. No.	Code Name of Item Manufactured By Imported by	der	By	Ď	Quality Certification					
		Make & Model quoted/ offered	BIS License	ISO	CE	USFDA	Any Other			

Seal & Signature (Authorised Signatory)

Annexure II

(To be submitted on Firms' letter head) Technical Bid Submission Sheet (Cover 'A')

Managing Director

Jammu & Kashmir Medical Supplies Corporation Ltd. J&K

We, the undersigned, declare that:

- 2. Our bid shall be valid for a period of minimum 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 3% of the contract price or as specified in bid document for the due performance of the contract;
- 4. Our firm, including authorised representative 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 representative 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.
- 10. The bidder shall ensure that the bid document sheet shall be properly filled with particulars, page numbering and tender document should be properly numbered.
- 11. I/We certify that I/We have annexed the following documents with particulars & page No. mentioned against each column:

S. No	Item	Particular	Manufacturer					
			M1	M1 M2 M3 M4				
1.	Bid security (as mentioned above)							
2.	Cost of Tender & Tender Processing charges							
3.	List of Items quoted by the Bidder mentioning name of manufacturer/ importer with make & model as per annexure.	Annexure I						

		1		
4	Copy of Catalogue of the Quoted product			
-	(self attested)			
5	Compliance Sheet for each equipment (self attested)			
6	Technical bid submission sheet duly filled	Annexure II		
7	Financial bid (To be uploaded in BOQ only)	Annexure III		
8	Declaration for Latest Non Conviction, non			
	blacklisting on non judicial Stamp paper of Rs			
	100 furnished by the Principal Manufacturer /			
	Sole Importer/ Indian Subsidiary as per proforma			
	duly notarised.	Anneyure IV R		
9	Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs			
	100 furnished by the Bidder as per proforma duly			
	notarised.			
10	Client Base on Letter Head of the Bidder /			
	Manufacture/Indian Subsidiary of Principal			
	Manufacturer with references of the supply orders, for any of the three years in last five			
	years along with satisfactory performance			
	certificate of minimum one installation (Copies			
	of reference supply orders and satisfactory			
11	performance certificate need to be attached)	Annexure VI		
11	Authorisation from principal manufacturer / Importer	Annexure VI		
	(On the letterhead of Principal manufacturer /			
	Sole Importer)			
	In case authorization to the bidder is furnished by			
	the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal			
	Manufacturer in favour of Indian Subsidiary /			
	Sole Importer is to be submitted (strictly as per			
	annexure VI)			
12	Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of			
	Principal Manufacturer/ Sole Importer issued by			
	Chartered Accountant/competent authority			
	with UDIN (2018-19, 2019-20 and 2020-21).			
	In case of foreign manufacturer the turnover of			
	Indian Subsidiary/Sole Importer only shall be considered and not of the original			
	manufacturer.			
13	Copies of Audited Balance sheet & profit loss			
	account for last three financial years certified by			
	Chartered Accountant of the Importer/ Indian Subsidiary for 2018-19, 2019-20 & 2020-21 with			
	UDIN.			
	In case of foreign manufacturer the balance			
	sheets of Indian Subsidiary/Sole Importer only			
1.4	shall be considered	Annoviro		
14	Nature of the Firm/Public Company / Private	Annexure		

	Company/ Partnership/ Proprietorship/any other with Documentary proof.	VIII
15	Self attested photocopy of IEC certificate and Permission/ Authorization for sale for sale from the foreign principle manufacturer (in case of imported product)	Annexure A (if applicable)
16	Copy of GST Registration of the Bidder	Annexure B
17	Latest GST Returns of the Bidder	Annexure C
18	Copy of the PAN Card of the Bidder	Annexure D
19	Quality Certifications on the products viz. ISI/CE/USFDA etc. whichever applicable.	Annexure E
20	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	
21	Specify point of supply with full Address. NB: Specifying of point of supply does not means authorization to raise, invoice and receive payments on behalf of bidder(s)	
22	Declaration of bidder regarding acceptance Bid for terms & conditions	Annexure A1
23.	Copy of CDSCO Registration Certification, wherever applicable	

Important Note

- 1. The Bidders who opt to bid for multiple manufacturers shall have to provide complete details of each manufacturer in a systemic way, sequentially, covering all documents asked in Annexure "II".
- 2. Please Note the Annexure A"II" should be properly filled showing the page number when the asked document has been attached. All the documents attached with the technical bid should be properly page numbered.

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.

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

Name/	'Address.			 						
		capacity					ignat	ion)	 	
							_	-		
_		of Firm				O				
		Tel:	•		• • • • • •					

- N.B : The original manufacturer/direct importer of the bidding items/their sole authorised representative shall execute tri-partite agreement with the Corporation i.e JKMSCL, inter-alia, stating that :
 - i. The invoice submitted by the authorised representative 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 authorised representative for such supplies shall be endorsed along with invoice submitted by Authorised representative.
 - 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 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 representative to bid, to negotiate, to raise invoice to receive payments on behalf of original manufacturer/direct importer/against invoice raised by representative, <u>Annexure All</u> duly filled shall need to be uploaded alongwith e.bid; otherwise no representation in this matter shall be entertained in the later stage.

ITEM WISE FINANCIAL BID (BOQ)

For Uploading Rates of Equipment Please read the amended BOQ as follows:

- i) The rates shall be quoted in the BOQ as per format mentioned below.
- ii) The rates of the accessories, if any, shall be quoted cumulative as per NIT.

iii)) The 1	ates	of the	India	items,	if an	y, sha	11 be (quote	d cu	ımul	lativ	e as	per	r NIT	

		111	, 1110	racco o	I CIIC	iiiaia	1001110,	ii airy, orre	ui be e	laote	u cc	iiii a.	iati v	c as p	CIIVII
S. No.		Description	Item Code	Unit	Qty	Currency type	Basic Equipment cost for one unit	Packing & forwarding charges/freight insurance charges	Indian Agency Commission for I unit in foreign	Custom Duty	SGST	CGST	IGST	Custom clearance in foreian	Total Amount including Taxes
1	2	2	3	4	5	6	7	8	9	10		11		12	13
1	Mair item														
2	Acc ories	ess s, if													
3	Indic item any	an s, if													
5.	Opti al Item any														
6.															
CMC Ist Ye	c for ear		C for Year	CMC for 3rd Year	or or	CMC fo 4 th Yea		AC for Year			ı			To a C	otal mount MC
14		15		16		17	18								

Note: -

- 1. The rate quote should be as per BOQ.
- 2. CGST, SGST or IGST should be separately shown in absolute amount only.
- 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. The bidder shall not under any circumstances quoted "Zero" anywhere in the BOQ.
- 9. Finalization of the rates shall be made on the basis of price quoted in BOQ
- 10. Custom duty, if applicable shall be indicated separately.
- 11. The final rates quoted at Column No. 13 shall be considered as final rates and shall be considered for evaluating financial bid. L1 rate shall be finalised on the basis rate and taxes as applicable.
- 12. The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) i.e cost of main item + cost of Accessories + Indian items = Total cost of equipment.

- 13. The rates quoted for the <u>CMC (Comprehensive Maintenance Contract)</u> and <u>Optional items</u> shall not be considered for finalizing/deciding L1 rates.
- 14. Warranty of 05 years shall be applicable for Machinery and Two years of instruments.

The bidder may quote in foreign currency as per the BOQ uploaded in the e.portal on the following terms & conditions

(For Imported equipment)

100% payment shall be released against 20% Bank Guarantee valid for a period of 12 months, to be submitted by the bidder. The BG shall be released on successful installation of the Machinery

Letter of credit would be opened subject to following additional conditions:

- 1. At site LC would be opened.
- 2. A level vessel would be used for shipment of supplies which should not be more than 15 years old.
- 3. Supplies shall be insured vide comprehensive Insurance Policy including machine insurance by the OEM till the final delivery site shall also include "Force Majeure".
- 4. Pre-dispatch inspection shall be carried out by OEM by certified inspection agency before shipment of supply.
- 5. The CIF (cost insurance freight)/CIP (cost insurance price) upto New Delhi, should be in Foreign Currency, payable by the Principal company in that currency only as per the mode of L.C stipulations. The CIF prices shall be borne by the firm upto site.
- 6. The custom duty shall be paid as per actual on the production of documentary proof. No Custom duty exemption certificate shall be issued by JKMSCL to facilitate custom clearance on the concessional rates.
- 7. CIF price of optional accessories, if any, Percentage of Indian direct Importer/authorized representative's percentage (Indian agency commission), if any, on FOB (Freight on board) Price which shall be payable to the Indian direct Importer (Indian Agency) in Indian currency at the exchange rate as mentioned below. However local accessories, if quoted in Indian currency, GST shall be paid as admissible under rules.
- 8. The prices quoted should be as per the price of the manufacturer applicable in within India.
- 9. The L1 shall be calculated on the basis of conversion of currency as on date of opening of financial bid.

Delivery Period shall be 60 days for Indian Items and 90 days for Imported items.

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

Important Note: Besides custom duty, the firm shall also mention Health cess and Social Welfare cess amount as applicable. Demurrage charges or late fee will not be paid by JKMSCL.

Note: The L1 of the Instruments shall be ascertained as per the cumulative rates on complete set basis. No individual (instrument) L1 rates shall be considered. The bidders have to quote minimum 95% of the instruments for qualification in the complete set.

Only the Rates reflected in the comparative sheet in the BOQ (as per format uploaded) shall be considered for ascertaining L1. No Separate rates quoted by the bidders in the BOQ shall be accepted.

Declaration and Undertaking by the Bidder

(On No

(On Non Judicial Stamp Paper worth Rs. 100/- Affested by Notary Public and submitted with Cover-'A')
 I/We
I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
 I/We do hereby accept condition of warranty/guarantee period with spare parts of each quoted equipment as per terms & conditions and/or technical specifications. (From the date of installation/ demonstration).
4. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred/Convicted 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/convicted by(Name, Address of
Govt./dept./State) and detailed information is as given below: (i) Cause of blacklisting/banning/debarring/conviction. (ii) For which item
3. I/We hereby confirm that we have deposited all the GST/all applicable taxes as on date of submission of tender with the concerned authority/department. No GST/other taxes is due on the firm as on date of submission of tender.
 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.
VERIFICATION & DECLARATION
/we
are the contest to the pest

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

Place:-Signature of the Deponent Name: Dated:-Designation

of my knowledge and nothing has been concealed therein.

Annexure IV B

Declaration of Manufacturer/Direct Importer/Indian Subsidiary To be submitted on non judicial stamp paper of Rs. 100 duly notarised

	Date:	NIB No.:
I/We a legally constituted firm/body address) and represented by Mr		
Chairman) declare that I am/we arethe goods and related services for which I/we had I/we further declare that:-	(manufactu	
1. The items (Name of item) is/ are (A	ddress of factory & of:	fice).
2. I/We (Name of firm) certify latest technology and is not outdated.	·	
 I/We do hereby accept condition of each quoted item as per terms & condi date of installation/ demonstration). 	itions or technical spe	ecifications. (From the
 a. Our company/firm has not been by Union Govt. or any State Go participation in bidding. 		
b. Our company/firm has been bla (N detailed information is as given bela	Name, Address of G	barred/ convicted by Govt./dept./State) and
(i) Cause of black listing/bann (ii) For which item	ing/debarring/ convic	
(iii) Period of black listing/banni (iv) Latest Status of black listing,	/banning/debarring/	conviction.
4. I/We hereby confirm that we have dep to the date of submission of tenders with GST/other taxes is due on the firm of	the concerned aut as on date.	hority/department. No
We undertake that in case of change providing preventive services and mainte the warranty period.	enance of the equipm	nent free of cost during
We fully qualify the laid down terms & con VERIFICATION & DECLARATION		
I/we	authorizeverify and management of the control of the correct	ed bidder/proprietor/ nd confirm that the nexure VIII and other
In case, any variation/discrepancy/wrong destages, I/We shall be held personally responsible blacklisting/debarring of my/our firm for a period	eclaration is found d e & JKMSCL may take	e any action including
Place :- Dated:-	Signature of the Name : Designation	Deponent

Client Base (Item wise)

On letter	Head of Bidder / Man	ufacture/Indian Subsidia	ry of Principal Manufacturer
that our or bidder/Mothe supply performan	client base for the offer anufacturer/Indian Sub orders, for any of the ace certificate of mini	ered equipments are as osidiary of Principal Man ree years in last five ye	do hereby certify under (Client Base of the ufacturer with reference of ars along with satisfactory Copies of reference supply be attached):
tem Code	Name of the Item	Client list	Reference to supply order
	be submitted with to ble from relevant docu		bove information should be
2. Firm sh	ould have market star	nding of the quoted proc	duct as mentioned above.
		e equipment may be co	
certific	cate and other informations are including bill of er	ation to the effect that th	may be asked to furnish a ne firm has completed all the ection with import of the item
Place: Date :		Sign	nature of bidder with Seal.

Annexure VI

AUTHORISATION from principal manufacturer/importer/Indian Subsidiary

(On the letterhead of Principal manufacturer / Sole Importer/Indian Subsidiary)
In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary,
document confirming authorization from foreign Principal Manufacturer in favour of
Indian Subsidiary / Sole Importer is to be submitted.

The Managing Director Jammu and Kashmir Medical Supplies Corporation Limited J&K
Subject: Regarding authorisation for our products. Ref.: Your NIB nodated Name of items
Dear Sirs,
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 / imported by us.
I/we further confirm that no supplier or firm or individual other than M/S
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).....

((On letter head of Chartered Accountant))

ANNUAL TURN OVER STATEMENT

The average annual fu and address	rnover of M/S	(Name of Firm)
for the p statement is true and co		pelow and certified that the
per returns filed with Taxo	ation Department for the ye	ent has been prepared strictly as ar 1st year, 2 nd year & 3 rd year and ound during evaluation /later
SI. No.	Financial Years	Turnover in Lakhs (Rs.)
1.	1 st year	
2.	2 nd year	
3.	3 rd year	
	Total -	Lakhs
Average gross annual to	urnover	Lakhs
Note:		

- 1. To be prepared strictly as per returns filed with Taxation 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 Taxation Department shall also be considered for turn over certification.
- 4. The Average Annul Turn Over required for the item(s) pertaining to the Group "Procurement of 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.
UDIN NO.

(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 postal address of the representative:	and
5.	Number of affidavits and documents enclosed with the appeal:	
6.	Ground of appeal:	
7.		•••••
	mand Draft of Rsdated as appeal fees	
	Place Dated	

Section V: Schedule of Supply

Table of Contents

S. No.	Description	Pages
1.	List of goods and related services	
2.	Delivery and completion schedule	
3.	Technical specifications	
4.	Drawings	
5.	Inspections and tests	

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/Warranty period starts from the date of successful installation for a period of Five years.
1.4	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 Drug ware House of JKMSCL or as per the requirement of the Department. 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	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.
2.3.2	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 representative 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% 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
	 All items should be packed only in first hand boxes only. Label: Every box should carry a large outer label clearly indicated that the product is for <u>"JKMSCL Supply" for the year, "Not for Sale"</u> 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.
	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	Payment Terms (For items quoted in foreign currency)
2.7.1	For Payment through Letter of Credit (for imported items only) 100% payment shall be released against 20% Bank Guarantee valid for a period of 12 months, to be submitted by the bidder. The BG shall be released on successful installation of the Machinery. Letter of credit would be opened subject to following additional conditions: 1. At site LC would be opened. 2. In case of supply through sea, LLOYD A level vessel would be used for shipment of supplies which should not be more than 15 years old. 3. Supplies shall be insured by the OEM till the final delivery site shall also include "Force Majeure" 4. Pre-dispatch inspection shall be carried out by OEM by certified inspection agency before shipment of supply. 5. The product shall be comprehensively insured upto site of installation for all type of insurance. 6. The charges of the L.C charged by the Govt. shall be borne by the firm. For Indian items: Payment shall be made after successful installation and commissioning of
2.7.2	the equipment duly certified by Head of the concerned department.
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 representative shall be made as per the tripartite agreement with the Corporation i.e JKMSCL on the basis of Annexure All to e uploaded along with e.bid.
2.7.4	No advance payments towards cost of items shall be made to the bidder.
2.7.5	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.
2.7.6	In case of any enhancement in taxes/duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional taxes/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 tax/ duty, the bidder should produce a letter from the concerned authorities for having paid additional tax/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 taxes/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 taxes/duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
2.7.7	In case of successful bidder has been enjoying exemption on any criteria, such bidder will not be allowed to claim taxes/duty at later point of time during the tenure of contract, if the taxes/ duty become chargeable on goods manufactured due to any reason.
2.7.8	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 a nd 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 the rate of 0.25% per day for every day of delay subject to maximum of 10%. Rest of the terms and conditions of SPP with regard to penalty clause shall remained unchanged Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days
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.
LD for damaged packing or loose packing equivalent to 2 % 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.
RECOVERIES:-
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.
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.
Testing & Handling Charges: the testing and handling charges to the tune of 1.5% of total cost shall be deducted from the invoices raised by the approved bidder against the supply orders placed from time to time.

3. Technical Specifications:

Annexure: A-III (technical specifications attached for Table I)

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. The catalogues along with compliance sheets should also be uploaded with the technical 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 to be attached with the technical bid.

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 Union Territory 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)			
	(SCC). "Related Services" Means the services incidental to the supply of the goods, 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 representative: 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 original manufacturers /direct importers/authorized representative 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 representative, 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 <u>www.jktenders.gov.in</u> 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:-
 - (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 representative 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.
- 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 charges shall be deposited as mentioned at page 5, 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.

(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

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- 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.

3 BID SECURITY:

- (i) Bid shall have to be accompanied with a scanned copy of FDR/CDR/BG/NEFT/RTGS as bid security. The 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 reinvited 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:-

- bidder would augrantee that the (i) The subiect matter 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 of procurement is discovered not to conform to the matter 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/ordered items operative.
- In case of the machinery or equipment/ordered items, the successful (iii) 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, 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 __________(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 (__

) NOT FOR SALE

7 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 GST or any other taxes by the government (state /UT 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.

8 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 may 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 24 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 @ 3% 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)/NEFT/RTGS. 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 3% 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.
- (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	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.					
12.2	The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/representative with copy to JKMSCL for further follow up					
13	LIQUIDATED DAMAGES:					
	 I. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers. II. In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Delay beyond 120 (for Indian products) and 150 days (for imported products) shall be treated as unexecuted and attract penalty @20%. III. Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days. IV. Fraction of a day in reckoning the period of delay in supplies shall be 					
	eliminated if it is less than half a day. V. The maximum amount of agreed liquidated damage shall be 20%.					
	VI. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D. JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL.					
	VII. Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted					

without Liquidated Damage.

- VIII. If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approval from M.D., JKMSCL, Jammu / Srinagar (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 government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).
- IX. 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.
- X. In case of wrong quoting, (or) if successful bidder refuses (or) fails to execute the supplies on the basis of wrong quoting of rates, the bidder shall be penalized with forfeiting of amount equivalent to the Performance security for the said product (or) debarring/ blacklisting of firm for that particular product(s) for a period not less than 02 years (or) both as deemed fit by TIA i.e. MD, JKMSCL.
- (i) JKMSCL shall procure the machinery & equipment for the Health & Medical Education Institutes of UT of J&K inter-alia.

(ii) The funds shall be transferred to JKMSCL with indent form and supply orders shall be placed by JKMSCL to suppliers.

15 RECOVERIES

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

16 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.

17 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 representative 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.

18 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.

19. 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.

20 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.
- (i) 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.

21. 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, GST, CUSTOM DUTY 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.

22 VALIDITY OF BID:

Bids shall be valid for a minimum 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.

PRICE ESCALATION:

Price escalation or price 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.

24 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

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damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

25 FALL CLAUSE:-

- 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 anywhere in India. 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 /UT of India 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.

26 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;
- 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;
- 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.

- 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.
 - (i) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.

 (ii) Supplier may be disqualified bapped or suspended from business.
 - (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

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	 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. 					
29	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.					
30	(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.					
31	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.					
32	GRIEVANCE					
	Grievance regarding interpretation of any clause of the contract/agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification.					
33	ARBITRATION					
	33.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the Union Territory of Jammu and Kashmir and the laws of India as applicable to the Union Territory of Jammu and Kashmir.					
	33.1.1 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 33.1.2 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
- 34.1.3 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.

Dispute Resolution: Besides, as referred above 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 Administrative Department H&ME, who will, through Law Department, appoint a senior most officer as sole Arbitrator, of the dispute, who 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 UT 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

- 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
- Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
- 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.
- 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.
- **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". 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).			
4.	Conditional bids shall not be considered.			
5.	Normally, payment shall be released after installation, demonstration and successful commissioning of equipment/ITEM and satisfactory operational training.			
6.	All certificates should be valid on the date of submission of bids and issue of supply order.			
7.	The bidder should have well equipped local service centre in India preferably in J&K.			
8.	i. The bidder shall be a manufacturer/direct importer/authorised representative 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.			

9.	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.
10.	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.
11.	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 Manaaina Director, JKMSCL.
13	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

APPLICABILITY OF CLAUSES: - All the clauses from 1 to 38 of general terms and conditions and from 1 to 13 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

S.No.	Description	Pages
1.	Declaration of bidder regarding acceptance bid for terms & conditions (Annexure A1)	
2.	Agreement Form	To be downloaded from the website
3.	Form for bank guarantee (on bank letter head)	To be downloaded from the website
4.	Format-Authorized Representatives/Agents of Original	
	Manufacturer/Direct Importer (Annexure AII)	
5.	Technical Specifications (Annexure AIII)	

(On Letter Head of the Bidder)

DECLARATION

I/We	M/s				r	epresented	by	its
Propriet	or/managing	Partner/Managing	Director	having	its	Registered	Office	at
		and its Factory Pr	emises at				do dec	lare
that I/w	e have carefu	lly read all the condit	ions of bid	no	Г	ated	including	g all
the ame	ndments in	Ref	for s	supply cui	n rat	e contract o	f	
Item na	me	for Jammu and Ka	shmir Med	lical Supp	olies	Corporation	Ltd. for	the
year 202	22-23 and acc	epts all conditions of	bid includi	ng amend	lmen	ts, if any.		

I/We agree that the M.D. JKMSCL, Jammu / Srinagar (J&K) may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.

Signature & Seal of bidder Name & Address:

Format-Authorized Representative of Original Manufacturer/Direct Importer

In case, original manufacturer/direct importer wish to authorise any representative to bid, to negotiate, to raise invoice to receive payments on behalf of original manufacturer/direct importer/against invoice raised by representative.

The Managing Director, Jammu & Kashmir Medical Supplies Corporation Ltd.
J&K Dear Sir,
We who are established and reputed manufacturers or having factories at Registered office at possessing manufacturing license No.
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 are ready to execute Tripartite agreement with the Corporation i.e JKMSCL stating
inter-alia that:-
 The invoice submitted by the authorised representative 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 authorised representative for such supplies shall also be endorsed along with invoice submitted by our Authorized Representative. 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. 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. In case of change of Dealership we shall be responsible for providing after sales services and maintenance of the equipment free of cost during the warranty period 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 Clause 2(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 original Manufacturer/Direct Importer of bidding items and should be signed and sealed by the Proprietor/ Managing Director of the firm / authorized signatory and shall have to be duly notarised.

SPECIFICATIONS FOR CTG MACHINES

- 01. CTG with high resolution color TFT touch screen preferably wireless.
- 02. High resolution ultrasound probes with Toco Probe.
- 03. Speed 123 cm.
- 04. Twin fetal monitoring.
- 05. Portable and light weight.
- 06. Display of FHR and TOCO wave form and numerical.
- 07. Should have battery backup two hours.
- 08. Should have memory data storage for 60 hours or more with option to USB memory.
- 09. Should have computer connectivity and option for central monitoring station.
- 10. Should FHR range 50-210 BPM +- 2 BPM.
- 11. Should have FHR with 1 MHz frequency probe with clear signal quality.
- 12. Should have automatic fetal movement detector.
- 13. Should have automatic as well as handheld event marker.
- 14. Should have alarm facility.
- 15. Should have inbuilt thermal printer for A4 size thermal paper.
- 16. Should have auto CTG analysis.
- 17. Power-Input 100-240 AC, 50-60 hz.
- 18. Set should include 3 bending belts, and thermal printing paper, Each unit having battery should be supplied with FHR 2 probes, UC-1 Probe, event marker 01 unit, power cable with adapter-01 unit, paper packet for 50 CTG-01
- 19. Should have Twin offset function and facility.
- 20. Must be FDA approved or European CE certified.
- 21. Warranty -05 years.

Full body UV Therapy for Vitiligo and Psoriasis

S.no.	Description	Description				
1.	General	Spacious cabinet ON, OFF switch panel Built in dosimeter system Automatic calculation of irradiation time Homogenous all-round irradiation				
2.	Electrical Specification	Should have 24 NBUVB Lamps 100 watt each. Power requirement: 4 KVA (either UVB/UVA) 220- 240 Volts, Single Phase 50-60 Hz				
3.	Warranty & CAMC	5 Years Warranty and 5 years CAMC after expiry of warranty period for all parts except the consumables. Free software update for 5 years. Warranty for the UV Lamps for 6 months, along with freeze -in pricing for UV lamps for 5 years.				
4.	Accessories	Protective Patients' Goggles: 5 Pairs. Protective Doctors' Goggles: 5 Pairs. Patient Platform. Fitted with wheel/caster or fixed with stoppers as required. The smart touch control system with required LAN cable / wire. For setting up				

Co2 Fractional Laser:-

S.No.	Specifications
1.	The Machine should be USFDA/European CE/BIS approved
2.	Laser wavelength- 10,600nm (10.6jum)
3.	Laser transfer method- Articulated arm with Scanner
4.	Scanner Aiming Beam - 630-640 nm
5.	Maximum power 40-50 watts

6.	User mode- STATIC / DYNAMIC/ VARIABLE
7.	Pulse energy- 165 -175 mj
8.	Frequency (STATIC / DYNAMIC / VARIABLE Modes)
9.	Density (Static Mode)-25 400 spots/cm2
10.	Radiation Scan Area Max 15 x 15mm
11.	Type and degree of protection against electrical shock- CLASS I B-type
12.	Laser class CLASS IV
13.	Protector eyewear - OD>5 at 10.6 um
14.	User interface Touch LCD type 6-10" LCD
15.	Power consumption- 400 VA
16.	Machine should have different scan shapes
17.	Smoke evacuator
18.	Warranty -05 Years comprehensive warranty
19.	On side demonstration of equipment mandatory, prior to approved
20.	Should be CE Certified.

PURE TONE AUDIOMETER

1). Channels	Two independent and identical channels
2). Toner Stimull	Manual continuous, single pulse, pulsing warble
3). Intensity Range	AC:- 10 to 120 dB HL. In 1 or 5dB steps
	BC:- 10 to 70 dB in 1 or 5 dB steps
4). Output	AC- TDH 39/49, Bone Conduction, Insert phones and Free Field output, Free Field
	Amplifier, Hight performance Speaker (96dB) with cables,
	Booster Amplifier with cables, Insert earphone for masking and monitoring
5). Frequency Range	125-8000 KHz and above (with HAD Head phones)
6). Monitor	Built-in speaker or external loudspeaker
7). Test battery	SISL, ABLB, TDT (Decay) Stenger, Tinnitus matching trest BEKESY Audiometry.
8). Communications:	Two way computer interface which allows the computers to both monitors and
	control the audiometer.
	AUX Intercom
9). Masking Test	Wide/Broad band, Narrow band and Speech noises, Ipsi masking and Insert masking
	Auto calculation of masking
10). Speech Test	SRT. Word Recognition, MCL, UCL,
	Recorded Word Recognition Scoring
	Speech Stenger, Quick SIN
11). Speech Input	Live, Tape or CD
12). Input	Toner pulse, warble, tape and / or CD, Microphone, And External
	MIC(Electrels/Cardioids* microphone)
13). Monitor HD set	Talk back/ Talk over, with built in or external microphone
14). display	Adjustable high resolution graphical colour display, for easy differentiation between
	right left ears.
	Minimum 5" display
15). PC Interface	P.C based audiometric control, and software CD, connecting USB cable, with

	complete kit, Plotting and storing of audiogram in software itself, with patient*
	database software.
16). Compatibility	With NOAH
17). Essentials	Full PC-Integration
,	Extensive diagnostic test battery
	Adjustable high resolution graphical colour display, Internal storage for patients
	record
	Multiple user settings (protocols)
18). Weight	6-12 kg
19). Other Accessories	External microphone (gooseneck)
Required	Cables and jacks required for performing specified test and audiometer functioning
(All accessories should be	Patient response button
form the same	Dust cover
manufacturer)	Operation manual CD, Multilingual Ce instruction for use Noise Reducing
	Endclosures for Headphones
	Software for connecting to computer for printing and database
20). Desktop PC	Display (minimum 15 inches) Widescreen flat Panel colour Monitor
	Processor i5 and above
	4GB RAM and above
	HDD Size 500 GB
	In built/External Speakers
	Anti Virus software preloaded Monitor, Keyboard, and Mouse Original Window 7
	Reputed Company product like Dell . Sony, Hp etc.
21). Standard	- CE/ISO/ANSI/Medical Device Directive (MDD) Marked/ International Standards
	for Medical Electrical Equipment
D 1 E	riummant Madal Mandatamy hafana munahasa

Demonstration of Quoted Equipment Model Mandatory before purchase.

Minimum 05 Year Comprehensive Warranty starting from date of Installation Separate rate quotation for 5 year AMC with technical support.

Specifications of Audiometer

Portable with Air conductor (AC) Bone Conductor	Yes
(BC)	
And Channels can be mixed independently Signals	Yes
Number of Channels	2 (TRUE CHANNEL)
Live speech tests through SD Memory, CD and	Yes
microphone possible	
Provision for direct print out of the results	Yes
possible	
Provision storage of results in PDF on USB	Yes
memory stick	
FF (Free Field) Speakers	Yes (02) including software and all
	SP90
High frequency up to 20 KHz	Yes with dedicated slot
Frequency range (Hz)	250 to 8000 normal frequency
Hearing Level (dB)	-10 to 120 dBHL
Input type	Pulse tone
Narrow band, white noise & speech noise masking	Yes
upto 60dB	

Head phones with ear cusions	DD45	
Inserts ear phones, Ear tone 3A, TD-39	ER3A	
Additional Supra Aural head phone with supply	Yes	
High Frequency Headphones	DD450	
Bone Vibrator	B81	
DEVICE COMPATIBILITY FOR AUDIO TESTES		
Short Increment Sensitivity Index (SISI)	Yes	
Tone decay test	Yes	
Alternate Binaural Loudness Balance (ABLB) test	Yes	
Stengers test & Quick Sin	Yes	
TEN & SAL test, lagenbeck test, MLD, PEIATRIC	Yes	
NOISE STIMULI		
Talkover Talkback microphone	Yes Multi channel frequency	
Consumables	Yes foam tips all size for inserts	
Tone type	Pure,pulse, warble tpme	
Display Size	Minimum 8inch	
HDMI PORT	Yes	
WARRANTY & MAINTENANCE		
Warranty (Yrs)	As per policy	
Contact details of manufacturer, supplier and local	Yes	
service agent to be provided		

IMPEDANCE AUDIOMETER

1). Tympanometry mode	Probe tone:
	At least two Frequency 226 Hz and 678 Hz/800Hz/1000Hz
	Assuring constant level at different ear canal volumes
	Accuracy $\pm 1\% - \pm 5\%$
	Harmonic Distortion Less than 5-10%
	Air Pressure
	Control Automatic
	Indicator Measured value is displayed on the graphical display Range:- 400 to ±200
	daPn
	Pump Velocity:- 50-300 daPa /Sec
	Special Tests: Multiple Frequency Tymanometry, Acoustic Reflex Latency Test,
	Toynbee test and multi layered typmpanogram Eustachian Tube Function (Intact
	and Perforated)
	Control:-
	Automatic, where the start and stop pressure can be user-programmed in the set –
	up function
	Manual:- Control of all functions.
2). Reflex Mode	Test method:-
	Ipsilateral, contra lateral, Acoustic Reflex Threshold. Reflex Decay.
	Intensity setting:- Automatic or manual
	Test tones:- 250, 500,1K,2K,4K BBN/WBN/NBN, Non-acoustic
	Harmonic Distortion (THD):
	Less than 5% - 10% (measured acoustically)
	Intensity Range: 40 to 110dB HL
	Step Size: 5dB, and 1 dB or 2 dB
3). Audiometer (In built)	Test Frequencies 0.5; 1; 2;4; 8 kHz

	Headphones Telephonic:- TDH 39/49
4). Memory:	Tympanometry:-
,	I curve per typmpanometry test
	Eustachlan tube function test:-
	3 curves per ear
	Storage of test results for both ears
5). Output	Air:-
, .	Connetion of the air system of the probe.
	Contra Earphone:-
	TDH39/49 earphone, insert for Reflex
	Ipsl Earphone:-
	Probe earphone incorporated in the probe system for Reflex measurements.
6). Printer	Fast, virtually silent inbuilt thermal printer, Print time between 4 s -20 s (Test
·,·	results of both ears)
7). Display	Graphic LCD Display high colour resolution
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Display minimum 5 Inches
	Contrast adjustable
8). Calibration	Automatic self calibration
9). PC Interface	USB/Bluetooth
10). Standard accessories	- Probe
disposables	- Cables and Jacks required for performing specified test and impedance audiometer
disposables	functioning
	- Headset TDH 39/49 for audiometer
	- Calibration cavity with probe holder
	- 1 TDH 39/49 contra lateral phone with headband
	- 10 rolls of paper
	-1 Set of Eartips yellow (7 mm) 20 pcs.
	-1 Set of Earlips green (7 mm) 20 pcs1 Set of Earlips green (9 mm) 20 pcs.
	-1 set of Eartips white (11 mm) 20 pcs.
	-1 Set of Eartips white (11 min) 20 pcs. -1 Set of Eartips yellow (12,5mm) 20 pcs
	-1 Set of Eartips green (12,3mm) 20 pcs -1 Set of Eartips green (15mm) 20 pcs
	-1 Set of Eartips blue (18 mm) 20 pcs
11) Other Assessmen	- Carrying case 1 pcs - External VGA monitor
11). Other Accessories	
	- External keyboard
12) I I - t Duint	- Service Manual
12). Laser Jet Printer	- Compatible with equipment
	- Colour printer
	- Sheet input tray
	- Control panel overlay,
	- 18 PPm
	- USB cable, Output bin support.
	- Power cord v, Getting started guide.
	- Documentation CDs,
	- RAM Size 128 MB and above
12) 0, 1 1	- Reputed Company product like Dell, Canon, HP.
13). Standard	- CE/ANSI
	- International Standards for Medical Electrical Equipment/Canadium, Equropean
	and International Standards/ American Standards for Medical Electrical Equipment
	- Power Supply Mains 100 -240 V-50/60 Hz 25 V
	Equipment Model mandatory before purchase.
Minimum 05 Year Compre	hensive Warranty starting from the date of installation Separate rate quotation for 5

Minimum 05 Year Comprehensive Warranty starting from the date of installation Separate rate quotation for 5 years AMC with technical Support.

Technical Specifications (Instruments)

Tracheostomy Set

- 1. Bard parker knife handle no.3
- 2. Mosquito forceps, straight
- 3. Mosquito forceps, curved
- 4. Towel clips
- 5. Tracheal dilator
- 6. Langenbeck retractor, medium
- 7. Langenbeck retractor, small
- 8. Tracheal retractor 2 prongs blunt
- 9. Tracheal retractor l prong blunt
- 10. Adson forceps Toothed 5"
- 11. Adson forceps Plain 5"
- 12. Straight scissors 5
- 13. Needle Holder, 6"
- 14. Barron Suction Tube size 3 FR
- 15. Barron Suction Tube size 5 FR
- 16. Steel Bowl
- 17. Sponge holding forceps
- 18. Artery Forceps Medium
- 19. Artery forceps Large
- 20. Knapp Scissors Curved
- 21. Cricoid hook
- 22. Silicone culled tracheostomy tube size 4mn to 10mn
- 23. Jacksons metallic peadiatric tracheostomy tubes
- 24. Tracheal dialator forceps

Laryngoscopy, Oesphagoscopy and Bronchoscopy Set

- 1. Nequs anterior commissure laryngoscope" with fibreoptic light carrier 10.5 x 9mm, 145mm.
- 2. Hypuplharyngosrope, with fibreoptic light carrier", Child
- 3. Hypopharyngoscope, with fibreoptic light carrier', Adult
- 4. Anterior comissure laryngascope, with ibreoptle light carrier, ADULT
- 5. Anterior commissure laryngoscope, with fibreoptic light carrier PAEDIATRIC
- 6. Anterior commissure Laryngoscope, with fibreoptic light carrier* CHILD
- 7. Microlaryngeal forceps. serrated jaw, Curved left, 25 cm
- 8. Microlaryngeal forceps, serrated jaw, upward. 25 cm
- 9. Microlaryngeal forceps, serrated jaw, straight, 35 cm
- 10. Microlaryngeal forceps, cup jaw, curved lelt, 25 cm
- 11. Microlaryngeal forceps, cup jaw, upward, 25 cm
- 12. Microlaryngeal forceps, cup Jaw, straight, 35
- 13. Microlaryngeat scissors, straight 25 cm
- 14. Microlaryngeal scissors, Curved left, 25 cm
- 15. Microlaryngeal scissors, curved right 25 cm
- 16. Vocal nodule forceps, size 45 cm
- 17. Jackson's grasping forceps, size 35 cm
- 18. Jackson's grasping forceps, size 45 cm

- 19. Jackson's foreign body forceps, size 25 cm
- 20. Jackson's foreign body forceps, size 35 cm
- 21. Jackson's foreign body forceps, size 45 cm
- 22. Biopsy punch forceps size 45 cm
- 23. Microlaryngeai handle
- 24. Microlaryngeal knife, straight
- 25. Microlaryngeal knife, sickle curved
- 26. Plester oval knife
- 27. Microlaryngeal swab holder
- 28. Micralaryngeal probe straight
- 29. Microlaryngeal probe 90 degree
- 30. Oesophagoscope, 3 x 5mm, length 27 cm, with fibreoptic light carrier*
- 31. Qesophagoscope, 6 x 8 mm, length 30 cm, with fibreoptic light carrier*
- 32. Oesophagoscope, 8 x 10 mm length 35 cm with fibreoptic light carrier
- 33. Oesphagoscope. 8 x12 mm, length 40 cm. with fibreoptic light carrier*
- 34. Oesophagoscope 10x 14 m, length 45 cm, with fireoptic light carrier*
- 35. Endoscope suction tube, length 35 cm, diameter 2.5 mm
- 36. Endoscope suction tube length 25 cm, diameter 1.5 mm
- 37. Endoscope suction tube, length 40cm diameter 2.5 nm
- 38. Endoscope suction tube, length 50 cm, diameter 3 mm
- 39. Bronchoscope, 5 mm, length 40 cm, with fibreoptic light carrier
- 40. Bronchoscope. 7 mm, length 35 cm, with fibreoptic light carrier"
- 41. Bronchoscope, 5 mm, length 30 cn, with fibreoptic light carrier*
- 42. Bronchoscope, 3 mm, length 30 cm, with fibreoptic light carrier
- 43. Bronchoscope, 2.5 mm, length 20 cm, with fibreoptic light carrier
- 44. Oesophageal bougies, gum elastic or flexible
- 45. Alligator Forceps, Length- 55 cm; Diameter-3
- 46. Alligator forceps, Length 45 cm, Diameter 2.5
- 47. Alligator Forceps, Length 30 cm Diameter 1.5
- 48. Alligator Forceps, Lergth- 25 cm Diameter 1.5 mn
- 49. Foreign Body Forceps, Length-35 cm, Diameter- 3.mm
- 50. Foreign Body forceps, Length 45 cm; Diameter 2.5 mm
- 51. Foreign Body forceps, Length- 30 cm, Diameter-25mm
- 52. Foreign Body Forceps, Length 25 cm, Dianeter 1.5 nm
- 53. Cup Forcers. length- 55 cm, Diameter-3 mm
- 54. Cup Forceps Length 45 cm Diameter -2.5 mm
- 55. Cup Forceps Length 30cm Diameter-1.5 mm
- 56. Cup Forceps Length 25 cm Diameter 1.5 cmm
- 57. Biopsy forceps, Length- 55 cm; Diameter- 3 mm
- 58. Biopsy forceps, Length- 45 cm; Diameter 2.5 mm
- 59. Biopsy forceps, Length- 30 cm; Diameter 2.5 mm
- 60. Universal Grasping forceps, Length 55 cm, Diameter-3 nm
- 61. Universal Grasping forceps, Length 45 cm; Diameter 2.5 mm
- 62. Punch Biopsy, Lengtl1 45 cm; Diameter 2.5 mm
- 63. Denture Scissors, Length 55 cm; Diameter-2.5 mm
- 64. Peanut Forceps, Length 45 cm; Diameter 2.5 nm
- 65. Peanut Forceps, Length 35 cm, Diameter 2 mm
- 66. Nogus Infant laryngoscope, with fibreoptic light carrier 10x10mm, 82mm effective length
- 67. Negus child laryngoscope, with fibreoptic light carrier 12x 12mn, 99mm effective length
- 68. Negus adult laryngoscope, with fibreoplic light carrier 15x 15mm, 135mm effective length

- 69. Laryngoscope holder and chest support with adjustable wheel including support rod, movable, with metal ring 9cm diameter,34cm length.
- 70. Monopolar laryngeal suction tube
- 71. Unipolar coagulation forceps, rectractable serrated 25cm

Note – The fibre-optic light carrier of all laryngoscopes, hypopharyngoscopes, osoghagoscopes & bronchoscope include all the mandatory accessories/ adaptors / attachments/ connectors, as applicable) for connecting endorses source.

Otology

- 1. Microaural Forceps Crocodile, serrated 0.6mm Jaw straight 8 cm
- 2. Microaural Forceps cup Round- Straight 8 cm
- 3. Microaural Forceps cup Round- Up curved- 8 cm
- 4. Grommet Inserter
- 5. Microaural scissors Straight
- 6. Microaural scissors –Upward
- 7. Eat Suction cannula, set of 5 nos. with I adaptor
- 8. Adson forceps Toothed 6"
- 9. Adson forceps Plain 6"
- 10. Ossicle holding clanp
- 11. Wullstein self retaining mastoid retractor 2 x 3 prongs
- 12. Wullstein self retaining mastoid retractor 3 x 3 prongs
- 13. Wullstein self retaining mastoid retractor 3x4 prongs
- 14. Farabeut elevator
- 15. Myringotomy knife
- 16. Verhoeven suction Tubes size 16
- 17. Verioeven Suction Tubes size 18
- 18. Verhoeven Suction Tubes size 20
- 19. Vechoeven Suction Tubes size 2:
- 20. Adaptor for Verhoeven Suction Tubes
- 21. Micro instruments tray for forceps, & micro point, with silicon mat.
- 22. Bali proue
- 23. House curette double e ended 170mm, 1.0 mm
- 24. Beales Raspatory
- 25. Circular knife with hole
- 26. Sickle knife 3 mm
- 27. Mosquito forceps, curved
- 28. OTOENDOSCOPE -Telescope for Tynpanoscopy with fibreoptic cable (specifications below**)
- 29. Lake Seeker
- 30. Plester first incision knife
- 31. Wellston pick needle
- 32. Micro hook 90 degree
- 33. Micromotor ENT drill
- 34. Straight hand piece for drill
- 35. Contrangle hand piece for drill
- 36. Tungsten carbide ENT burrs- cutting, polishing & diamond (all sizes) specifications below*.
- 37. House curette double ended 170mm, 2.2mm
- 38. Rosen's scikel knife 165mm, 3mn
- 39. Rosen's scikel knife 165inm, 5mm
- 40. Rosen's scikel kniffe 165mm, 7cm

- 41. Lempert endaural speculum
- 42. dsans forceps plain "
- 43. dsans forceps tooth 6
- 44. Lemperts nibbling blunt forceps straight
- 45. Ring curette blunt 16cm, 1.5nm
- 46. Ring curette blunt 16cm, 2mm
- 47. Ring curette blunt 26cm 3mm
- 48. Wegner hook delicate 16cm, 15mm, blunt
- 49. Wegner hook delicate 16cm, 2.5min, blunt
- 50. Formby scoop and hook
- 51. Jabsons home probe 16.5cm
- 52. jobsons home probe 19cm,
- 53. Plester Jensen rectractor left solid blade
- 54. Pester Jensen recractor light solid blade
- 55. House graft press forceps
- 56. Frazier suction tube with large key hole far suction control 2mm
- 57. Frazier suction tubes with large key hole for suction control 2.7tnm
- 58. Frazier suction tubes with large key hole for suction control 3rnm
- 59. Barron suction tubes 3FR
- 60. Barron Suction tubes 5FR
- 61. Barron suction tubes 7FR
- 62. Borron suction tubes 9FR
- 63. Bartun suction tubes 12FR
- 64. Verhoeven suction tube connector
- 65. House dieter maileus head nipper up
- 66. House dieter maileus head nipper down
- 67. Teflon piston holding forceps
- 68. Micro aural polypus forceps
- 69. Beales respatory 165mm, 1.0mm x 12mm
- 70. Ball probe 165mm
- 71. Microsurgical hand piece straight with 40,000rpn
- 72. Hand piece lubricating spray
- 73. High performance autoclavable titanium brushless micromotor with precise torque control for Implant and micro ear surgery with digital display.
- 74. Operating microscope with camera head and recorder/obsarver lens, with variable focal length from 200mn to 400mm (carlzelss/Olympus/moller wiedel)

Tungsten carbide cutting, polishing and diamond burrs, round of sizes ranging f 0.6mm to 7mm, universal length of 70mnn- set of each to be quoted

OTOENDOSCOPE TELESCOPE FOR TYMPANOSCOPY WITH FIBRE

- 1. Straight fat ward telescope,0 degree. Diameter 1.9 mm length 10 cm, transmission incorporated
- 2. Protection tube for Straight toward telescope
- 3. Light source or battery light source (rechargeable) as applicable for above telescope
- 4. Charging unit, Battery charger, mains curd etc as applicable
- 5. All attachments & adaptors for connecting telescope with light source

Stapedectomy set

S. No:-

- 1. Wullstein Pick-straight 165mm straight sharp
- 2. 70 Angled pick
- 3. Perforator 0.4mn with guard
- 4. House Measuring jie
- 5. Prosthesis crinper (piston holding forceps
- 6. Micro Spring scissor flat handle
- 7. Sickle knife i65mm,3mm
- 8. Circular cutting Round knife 165mm, 2.5mm
- 9. Plester Flag cutting knife with hold 450, I65mm
- 10. Bone curette
- 11. Craniotomy scissor
- 12. Crocodile forceps
- 13. Endaural nasal speculum
- 14. Perforator 0.6mm with guard
- 15. Perforator 0.8mm with guard
- 16. Mollisons mastoid retractor 2x2 typc
- 17. Shea piston depth gauge 1651un, 3.5mm to 4.5mm
- 18. Right angles pick
- 19. Micro elevator
- 20. Micro aural Crocodile forceps straight serrated
- 21. Micro aural Crocodile forceps upward serrated.

Technical Specifications:

Mechanical Hysteroscopic Tissue Removal (mHTR) System with fluid management system:

Mechanical Hysteroscopie Tissue Removal System

- > Should he based on mechanical tissue removal technology with continuous flow of fluid irrespective of shaver activation.
- ➤ Should be provided with control unit footswitch and hand piece
- ➤ Should have digital display capable of displaying real time resection speed 0which can be set/modified by the user with special modes for pathology optimized shavers.
- > Should he able to display the total resection time on the display of the control unit.
- ➤ Should he able to display error codes in case of malfunctioning and well described troubleshooting steps to rectify the errors.
- Footswitch should be capable of forward and reverse modes of resection.
- ➤ Should allow user to set rotation speed of shavers from the control unit with increments of 100 rpm before and also during the resection RPM range between 100-2500 rpm
- > System should be compatible for power supply between 100-240 VAC operating on 50/60Hz and 350VA
- ➤ Hand piece sterilization should be compatible for the following methods. Steam/pre-vacuum or Steam/gravity method
- Should be capable of doing diagnostic and operative work with the same hysteroscope in a single insertion without need for any additional outer sheath
- > Should allow user to switch modes for different shavers from the sterile field.

- ➤ Should allow the user to change the shaving speed to resect various types of pathologies which can be set by user on the machine.
- > Should be able to simultaneously resect and capture tissue for a pathology evaluation during tissue removal.
- The hand piece should have the option to manually turn off active suction from the sterile field.
- ➤ The system should be CE&USFDA approved.
- ➤ Should be capable of operating with normal saline and glycine as well.
- ➤ Should be indicated for multiple procedures like polypectomy, myomectomy, RPOC evacuation, visual D&C etc.
- > Should have the option to manually set the window lock if it falls out of place anytime during the procedure.

Accessories & Consumables for Mechanical Hysterioscopic Tissue Removal System

Hysteroscope with Shavers:

- o Hysteroscope:
 - o Should have rigid rod lens optical system to give HD quality image.
 - Outer diameter of the hysteroscope including outer sheath should not exceed 6mm for smaller pathologies and 7.25mm for larger pathologies including outer sheath.
 - Should be capable of doing diagnostic as well as operative work in signle insertion without any need for adding the outer seath to switch from diagnostic to operative hysteroscopy.
 - o Must be capable of getting sterilizer by high temperature steam/pre-vacuum for temperatures up to 275°F(135°C)
 - Should have minimum 3.00mm inner working channel for smaller pathologies and
 4.00mm for larger pathologies.
 - Should come with the hysteroscopic seal to control leakage because of backflow and avoid pillage of fluid.
 - o Should come with integrated light source adaptor compatible with major brands
 - Should have dedicated inflow and outflow channels with controllable lack mechanism using topcocks.
 - o Should inflow and outflow ports activated to maintain 100% continuous flow irrrescreective of shaver activation.

o Shavers:

- o Should be minimum 200mm working length to access distal uterine pathologies.
- o Should have tissue optimized shavers, different polyps & fibroids
- Should have oscillation mode for softer tissues and reciprocating modes to resect denser pathologies that can be set by the user from the sterile field.
- o Fluid Management System:
 - o Should come with inbuilt vacuum suction and irrigation system.
 - o Should be able to calculate th real time fluid deficit and digitally display the fluid deficit and overall fluid usage during the case.
 - Should have touchscreen display allowing user to define deficit levels and intrauterine pressure before . during the case
 - o Should give audible and written safety alarms if the set fluid deficit levels are branched
 - o Should be capable to automatically decrease the intrauterine pressure if the uterine pressure goes beyond 10mmHg of the set limit & also give audible alarms

- Should have different mode s for diagnostic and operative procedures
- Should have flow range of 50-800ml/min, Suction power -60Kpa Nominal Pressure range 15-150mHg
- o Should have interactive display for setting up the system with legible recommendations.
- O Should be capable to be paused at any item minimize overall fluid consumption & not lose the overall inflow & fluid deficit readings after resuming the flow again
- Should come with minimum 4 loops to hang the irrigation bags
- O Should come on the cart/scale with locking foot break & roller wheelbase to allow easier movement in the DR.
- Should be able to produce minimum suction of 300mmHg and controlled vacuum regulator.
- Should be able to demonstrate th total fluid deficit for the overall procedure irrespective of the irrigaton/collection bag changes
- Should be able to pause the deficit readings if any vibration are sensed on the fluid manger scale. This would ensure that there are minimal errors in calculation of overall fluid deficit.
- O Should be able to set the fluid deficit levels basis patient anatomy with minimum increments of 100mls or lesser.
- o Should have touchscreen controls.
- o Should display overall fluid usage and real time fluid deficit on display.
- o Should give audible and written warning signs for rapid fluid deficit to diagnose any complications quickly to enhance patient safety
- Should be capable to of handing up to minimum 30 liters of fluid for the overall procedure.
- Should be able to display if the fluid management scale is functional or not during the procedure.
- O Should come with functional testing that includes pressure measuring test (confirming that actual pressure matches set pressure) and scales function test (confirming performance of scales for deficit calculations
- o Should be able to display the current intrauterine pressure and set pressure on the screen.
- Should be able to automatically maintain the intrauterine pressure within a specified limit set by the surgeon by auto adjusting flow and suction rates and should give audible safety alarms to notify breach of intrauterine pressures beyond set limits.
- O Should be able to pause the fluid manager at any time during the procedure without losing total inflow and fluid deficit readings for the total procedure
- Should be able to give visible and audible signals for detection of the hysteroscope and scale.
- Fluid deficit reset level button should nat become active instantaneously to avoid any
 accidental loss of deficit reading during the procedure far enhanced safety. Deficit reset
 should only become active after pressing and holding deficit reset button far over I sec.
- Should be able to identify and calibrate flow as per the diameter and pressures set on machine.
- o The system should be USFDA approved.

> Accessories for fluid management system

O Should be supplied with inflow tubing compatible with the hysteroscopy tissue removal system.

- Should be supplied with outflow tubing campatible with the hysteroscopic tissue removal system.
- should be supplied with the tissue trap to collect the tissue specimen that can be sent far further histopathological examination
- O Should come with the vacuum regulator to split the pressures between drape and handpiece to ensure that all fluid is collected back into the system.
- o should come with canisters to collect the following fluid from the hand piece and drape simultaneously with an option to split the suction pressure using vacuum regulator
- O Should be supplied with vacuum tubing with preinstalled filters
- O Should be supplied with jumper cables to connect canisters and regulator.

Scope of Supply

S.No.	Product head	Product Description	Quantity
1.	Hysteroscopic mechanical	Mechanical tissue removal system control unit	1
2	tissue removal system.	Handpiece with socket safety lock	1
3		Foot switch (forward & reverse mode. Window lock and oscillation lock buttons)	1
4		Gynaecology Instrument Tray	1
5	Hysteroscopy for diagnostic & operative hysteroscopy with dedicated inflow outflow channels light source connector, eyepiece. angled distal tip	Hysteroscope with integrated sheath and insert 00 up to 6.00mm with inner working channel 1 of 300mm	1
		Hysteroscope with integrated sheath and insert 00 up to 7.25mm with inner working channel of 4.00mm	1
6		FMS Control Unit with inbuilt suction and irrigation	1
7		Inflow Tubing Sets compatible with hysteroscope	10
8		Outflow Tubing Sets (drape, handpiece & scope)	5
9		Canisters with sealable lids and ports for tandem & patient	36
10		Suction canister accessory kit (Includes 4* jumper tubes and tissue trap)	1
11	Florid Manage	FMS scale with wheels	1
12	Fluid Management System with inbuilt suction and irrigation system.	Vacuum Regulator	1
13		Single Cable Procedure Kit (Inclusive of one jumper tube and one tissue trap)	1
14		Hysterolux TM procedure Kit (Includes inflow tubing , outflow tubing and suction canister accessoryKit)	1
15		Hysteroscopic Vacuum Tube Set	10
16		Country Kit Power cord & Manual	1
		1	

17	Pathology Optimized Tissue Shavers.	Soft Tissue shavers (Small & Large)	5+5
18		Dense Tissue shavers (Small & Large)	5+5
19	Accessories	Hysteroscope seals for minimizing leakage	5

ELECTROCARDIOGRAPH (ECG MACHINE)

Recording ECG Leads: 12 standard Leads Recording Channels: 3/1 user selectable LCD display of ECG Lend switching: manual and automatic. Sensitivity. mm/mV: 5, 10, 20. Calibration signal: automatic and manual. Diagnostic frequency range 0.67- 150 Hz or better Filters for mains frequency, low frequency. muscle artefact, high Frequency Recorder: Recording method: thermal paper Recording speed, mm/sec: 25/50 user selectable Channels acquired simultaneously:1/3 user selectable Channels printed simultaneously: 1/3 user selectable other features: Portable Mains and internal rechargeable battery operation Battery operating time, minimum: 90 min. Power requirements: 220 V, 50 Hz

Accessories:

- 1. Patient cable
- 2. 6 chest limb electrodes
- 3. 4 limb electrodes
- 4. 4 strap electrodes
- 5. 1 bottle ECG Gel
- 6. 2 rolls of paper or Z-Fold
- 7. Carry bag Standards CE; EC Marked US FDA; ISO certification

Automated Coagulation Timer

1.	The automated Coagulation timer should be capable of two –point clot detection mechanism, enabling clot detection at the early formation stage with less variation due to clot fragility with greater precision.	
2	The latest should be possible to perform on whole blood, citrated whole blood, heparinised blood with respective disposable test cartridges.	
3	The equipment should be easily protable microprocessor controlled coagulation time monitoring instrument working on 220/50 Hz supply according to Indian electrical standards.	
4	Should have back up for power interruption.	
5	It should be capable of performing tests lie low and high range clotting time, recalcified activated clothing time, prothrombin time and high range heparinise	
	test.	
6	The equipment should have two channels for measuring the individuals clotting time	
	and for the average difference for the two channels with help of two channel rest cartridges.	
7	The display should show the coagulation time of the two channels. Heat block channels should aslo9 be displayed and should be 37° c+/-5°c.	
8	Test results should be restored in the order in which they are performed. It is desirable that the results can be externally transferred of data saved electronically.	
9	It should have digital displayed screen 3.0"x4" Color LCD Touch Screen (8.0x10.0cm)	
10	Warranty – There would be warranty for 5 years. If any part of the equipment is not covered under warranty, the vendor must provide advance information. The cost of disposable accessories (if any) should be quoted separately. This quoted price will be	

	fixed for 5 years period.		
11	Product should be quoted or its earlier model should have been marketed in the national and international market for atleast 5 years.		
10	ÿ		
12	Demonstration- The department may ask for demonstration/trial use of the actual quoted mode.		
1.0			
13	There should be service backup readily available within city and any complaint of		
	malfunction should be attended to within 24 hours. In case the downtime is more		
	than 48 hours, and alternative e replacement unit should be temporarily provided till		
	the time primary unit is returned in a satisfactorily working condition.		
14	Compliance Statement: The vendor must provide, in tabular from a comparative		
	chart of the required technical specification and technical specification of the quoted		
	product. The vendor must give the relevant page number and paragraph number, in		
	their literature regarding that technical information in the technical bid. Merely		
	stating "complies" or meets requirement" will lead to assumption that the quoted		
	product does not have the required feature		
15	Comprehensive Guarantee for five years for parts and labor. All updates (if any) for a		
	period of 5 years to be provided free of cost. Comprehensive guarantee should be		
	unconditional and include al accessories including third party items. Comprehensive		
	Guarantee for parts and labor from year 6 to 10 will also need to be quoted in the		
	separately and will be taken into account (added in the price bid) while calculating the		
	final price. Normal wears and tear of cable /weights/wheels/fragile parts etc should		
	be factored in the basic price.		

Specification for Otoscopes

Name of the item	Specifications
Otoscopes	 Battery operated It should have specula various sizes. It should have good illumination/magnif

Specifications for Combined Surgical Workstation with High End Electrosurgical RF Generator, Argon Plasma Coagulation Module & Automatic irrigation Pump

An integrated RF, Argon Plasma energy surgical platform, System should comprise of below

RF Energy Platform High End Surgical-Electrical Generator Unit

- The electro surgical generator should be a 400-watt with 10.4 inch touch screen display and 15 digital signal processors.
- Unit should facilitate Monopolar and biopolor functions.
- Unit should have a Step guide suggesting appropriate setting configurations for every instrument and applications.
- The system should make 25 million measurement / sec for better tissue effect and should measure tissue impedance through power peak system.

- System should have Wi-Fi compatibility for future OR integration.
- Unit should be plug & play with 5 or more universal multi-functional sockets to accommodate any instrument.
- System should have remote function to allow user to access 6 sub programmes directly from the sterile field.
- Unit should have Endo cut modes for polypectomy and papillotomy, procedures.
- Unit should have precise seat coagulation mode.
- Unit should have the facility for socket exchange.
- Unit should have Soft Coagulation made with quick start function to be used with endoscopic coagulation forceps.
- Unit should have Dry cut & Swift Coagulation mode for optimized dissection in advanced endoscopic cases like POEM (PERORAL ENDOSCOPIC MYOTOMY), ESD (ENDOSCOPIC SUBMUCOSA DISSECTION) and STER (SUBMUCOSAL TUNNELING, ENDOSCOPIC RESECTION)
- The generator should work on a supply voltage of 100 120 VAC & 220, 240 Vac
- Power consumption at Max HF power should be 550 watts with max pulse power consumption of 1600 watts.
- Unit should have Soft coagulation bipolar mode to facilitate use of bipolar instruments like gold probe.
- Supply frequency should be in the range of 50-60 Hz.
- Unit should have the facility to store 1800 programmes or applications.
- Unit should have the facility to show the active instruments on the screen display.
- The generator should have an inbuilt feature of accessory assignment.
- The generator should be supplies with latest Generation Argon plasma coagulation unit having forced APC, pulsed APC and precise APC modes from the same OEM.
- The generator should be compatible & Future Upgradable with Hydrojet technology to facilitate use of unique hybrid technology instruments for POEM, ESD & STER from the same OEM required by the user Department.
- Unit must be supplied with Automatic Orrigation pump & Accessories from the same OEM.
- Unit should support Nessy as a neutral electrode safety feature for the patient's benefits.
- The RF units should be supplied with High End Surgical Workstation cart from the same OEM so that all Supplied units Should be integrated on the same Cart.

Argon Plasma Coagulation (APC Units)

- For management of bleeding and devitalisation of tissue abnormalities achieved by optimal coordination with RF factor.
- The Argon Plasma Coagulation system should have automatic parameters setting for various types of instruments and automatic depth controlled plasma regulation.
- Should have three different APC modes suitable for different indications:
 - i) Precise APC- adjustment made using the effects settings for finest surface coagulation (right colon).

- ii) Pulsed APC- adjustment made using the parameter power settings for effective staunching of bleedings and tissue ablation.
- iii) Forced APC- adjustment made using the parameter power settings for angiodysplasia, tissue reduction.
- Should have adjustable argon flow rate from 0.1L/min to 8L/min in steps of 0.1L/min with automatic regulation of selected flow rate.
- Should have the facility to use unique hybrid instruments for conditions like Barrett's Esophagus.
- Should have automatic monitoring of flow rate and Argon supply and auto purge facility. It should have the facility to connect with central gas supply.
- Should give visual display of argon gas bottle content and should give Acoustic alarm when bottle content reaches a minimum.
- Should have facility for activation of unit by foot pedal of the Electro Surgical unit.
- Should have facility to use in double ballon endoscopy procedures

Following accessories should be supplied with the workstation from same OEM

- Footswitch with facility for swapping between programs-2Nos.
- Patients plate with equipotential ring 250 Nos
- Filter integrated Argon Plasma Coagulation flexible probe (axial fire -10 Nos.
- Filter integrated Argon Plasma Coagulation flexible probe (side fire) 10Nos.
- Filter integrated Argon Plasma Coagulation flexible probe (circumferential fire) 10 Nos.
- OEM workstation trolley with all fastening sets & attached Irrigation Pump unit -1 No.
- Monoplar cable for Endoscopic instruments- 2Nos.
- Bipolar cable attachment for Endoscopic Instruments 2Nos.
- Irrigation Adapter 01 No.
- Tubing Set for EIP 02 Nos.
- OEM make Argon Gas Cylinder for APC unit with 5 Liters capacity 02 Nos.

Specifications for OCT (Optical Coherence Tomography)

- Spectral Domain OCT
- Scan Speed of 27000-100,000 scans per scale
- Scanning range on fundus 3-15mm both vertical &horizontal
- Scanning range on cornea should be 3-16mm
- Scanning pattern should be linear and cross sectional
- Observation and photography of anterior segment and corneal patchymetry
- US-FDA approved

Alcohol breath analyzer

- Portable
- Handheld
- Digital with data
- Disposable mouth piece supplied

Specification of Motorised Rotary Microtome:

Motorised Rotary microtome for routine and clinical laboratories for sectioning of Paraffin and resin embedded blocks with following specifications:

- 1. Section thickness range should be 0.5 to 100um.
- 2. Trimming range should be 5 and 500um.
- 3. Specimen Retraction should be 40-60 um which can be deactivated.
- 4. Specimen tilt/orientation should be available 8° along the X-Y-axis, rotatable 360°.
- 5. Removable organizer tray located at the top of the unit for cassette organization and tools.
- 6. Mode of cutting should be single, interval, multi and continuous stroke.
- 7. High stability and precision for premium quality paraffin stroke.
- 8. System should be supplied with peltier device which fits directly onto the specimen cylinder to maintain a cool, consistent temperature for paraffin blocks during the sectioning process.
- 9. Disposable blade holder for high and low profile blade.
- 10. System should be supplied with a standard specimen clamp and section waste tray.
- 11. Disposable blade high and low profile-50 pkts each.
- 12. USFDA & EUCE Certified.

Water Bath for Paraffin Sections.

Rectangular water bath for flattening paraffin embedded tissue sections in all areas of bio-medical research and routine diagnostics. It can also be used for maintaining specimens and solutions at required temperature for immune-histochemical and enzyme-chemical application.

Range from ambient to +75°C, set value memory (battery back-up). High temperature consistency (control accuracy 0.2°c), working temperature above +44°C indicated by flashing LED. Set temperature displayed in addition to actual temperature.

Jet-black aluminium surface with special scratch-proof plastic coating ensures highest thermal conductivity.

IEC 61010-1 and IEC 61010-2-010 conformity.

Flattening table for clinical histopathology

Rectangular flattening table designed primarily for use within the field of clinical histopathology.

Paraffin –embedded tissue sections in all areas of biomedical research and routine diagnostics.

It can also be used for maintaining specimens and solutions at required temperature for immunohistochemical and enzyme-chemical application.

Ergonomic design ensures maximum user-friend-liness and easy cleaning.

Digital display, membrane keyboard, temperature range from ambient to +75°C, set value memory (battery back-up). High temperature consistency (control accuracy approx. 0.2°C), Working temperatures above +44°C indicated by flashing LED.

Set temperature displayed in addition to actual temperature.

Jet-black aluminium surface with special scratch-proof plastic coating ensures highest thermal conductivity.

Advance plume management system Specifications

- The Smoke Evacuator should evacuate, and filter surgical smoke plume and aerosols created in any surgical procedure by an active surgical energy device in open & minimally invasive surgeries.
- The smoke Evacuator should simultaneously activate with all surgical energy devices, ultrasonic, Advance Bipolar, Bipolar & Monopolar.
- Smoke Evacuator filter should be four stage ULPA grade to captures particulates and micro-organisms from 1 to 2 microns at an efficiency of 99.999% should be able to absorb odours and toxic gases produced in surgery.
- Smoke Evacuator should have five different run time setting for suction of residual smoke in different surgical procedures.
- System should offer 5 different suction speed for lap & open surgeries.
- Filter life should be> 34 hours with filter life indicator.
- Suction speed should be 5 Lt/Minuit-41L/Minuit for lap procedures to maintain pneumoperitoneum, open procedures suction speed should be>70Lt/Minuit.
- The smoke evacuation system should comply with IEC60601.1 electrical specifications & should have class I protection against electrical shock (UL60601-1, Clause5.1)
- System should comply with electromagnetic emission CISPR11.
- Should be US FDA approved.
- Technical specifications:

Weight: Less than 30 lbs

OPERATING ENV. Temp.: 5°-55°c Range of operating environment.

POWER Requirements:220/240VAC Frequency, auto sensed:50/60Hz

Duty cycle: Continuous Dimension LWH-16*15*7.4 In Vacuum pressure-4.95 psi

The unit should comprise of following instruments.

- 1. Smoke evacuator system-1 Pc
- 2. RF sensor for simultaneous activatio4n with monopolar-1pc
- 3. Four stage ULPA filter-1pc
- 4. Fluid trap-5pcs

- 5. Open surgery smoke evacuator pencil with PTEE coated tip (reduce smoke generation),& telescopic length of device allows surgeon to adjust the pencil by a full of 6 inches-5 pcs
- 6. Laparoscopic tubing-5pcs
- 7. OEM Cart-01
- 8. Connecting cable for simultaneous activation with ultrasonic, Advance Bipolar, Bipolar& Monopolar Devices-01

GT Blot 48 List Nr. 1003/1 (Hain Life Sciences, GMBH)

with maintenance service contract including technical support, calibration and replacement parts for three years

Twincubator® List Nr. 7025009 (Hain Life Sciences, GMBH)

with maintenance service contract including technical support, calibration and replacement parts for three years

SPECIFICATION FOR MICROWAVE TUMOR ABLATION ANTENNA.

- 1. Each disposable ceramic coated stainless steel shaft antenna should be compatible with respective microwave tumor ablation generator from canyon.
- 2. Each antenna should be tune to work on 2450 MHz operational frequency Helios generators.
- 3. Antenna should have inbuilt cooling technology to avoid tissue charring.
- 4. Antenna should have capability to make spherical ablation zone and diameter should be 14/15 gauge for better tissue coverage & smooth puncturing, less tissue trauma.
- 5. For thyroid procedure antenna should be 100mm 16 and 18G
- 6. Various length of antenna should be available for verity of soft tissue ablation procedures like liver, lung, thyroid. Kidney, Uterine fibroids & bone organs. Antenna option should include: 70mm/16g. 100mm/16, 130mm/18g. 150mm/14&15g. 180mm/15g. 200m/14&15g and 250mm/15g.
- 7. Antenna should be compatible for laparoscopic procedures also.
- 8. Antenna should have maximum ablation zone more than 3 and up to 4.8cm.
- 9. Antenna should be compatible with Helios coaxial cable 200cm & 280cm to achieve and maintain ablation standard.
- 10. Antenna should have 3mm/6mm/11mm/25mm active tip to target various size of tumour.
- 11. Antenna should have ceramic tube to make better ablation zone and shape.
- 12. Antenna should have excellent visibility under Ultrasound & CT.
- 13. Antenna should have sharp tip for good puncture performance.
- 14. Length of cable should be up to or more than 2 meters.
- 15. Antenna should have real time temperature monitoring during the ablation process and the temperature should be visible on the MW generator screen as well.
- 16. Antenna should be tune to work on the pulse mode of the generator for the patient safety point of view.
- 17. Product must have DCGI approval and at least 3 install0ation in India.

SPECIFICATIONS for Automated Capillary Electrophoresis System:

- 1. Instrument should be fully automated multi capillary, fluorescence-based genetic analysis system to process multiple samples in single run.
- 2. Instrument should be a bench top instrument to support various applications like: Genomic Sequencing, de novo/re-sequencing, Gene Expression, Targeted Sequencing (Variant Validation) and Microbial Identification
- 3. System should have 8 Capillaries operating in parallel and system should have feature to be upgraded with higher number of capillaries i.e., 24 when needed.
- 4. System should use same polymer for Sequencing and Fragment Analysis for ease of use and flexibility
- 4-System should be capable of supporting 4 plates; 96- well standard & fast plates; 8-strip standard & fast tubes
- 5-System should have Cooled CCD detection technology and a spectrograph for color separation
- 6-System should be enabled for remote monitoring via a mobile device or networked device & remotetroubleshootingallows for remote monitoring and data visualization for faster resolution.
- 7. System should have Flexible connectivity via Local Area Network (LAN), Wi-Fi, USB.
- 8. The system must be able to detect and analyze 8 fluorescent dyes simultaneously
- 9.System should be enabled with one-button start up, auto spectralcalibration, and onboard learning center.
- 10. System should facilitate continuous plate loading and sample reprioritization feature with walkaway operations
- 11. The system to utilize a **single line 505nm Solid-State long-life laser** utilizing a standard power supplyand requires no heat removal ducting.
- 12. System or Software with the system should have the **capability to generate "virtual filters" for fluorescent detection to readily accommodate new dyes and applications** as they become available without requiring changes in the optical hardware.
- 12. System should be enabled with Radio-Frequency identification technology to tracks key consumables data without the use of any external Barcode reader.
- 13. Software for secondary data analysis should come from original equipment manufacturer.
- 14. System should be provided with one polymer and **one array feature for sequencing and fragment analysis** to enable both the applications on the same plate with walk away automation
- 15-System softwareshould allow real-time data quality evaluation providing immediate access to base-called or size called data to make decision about the quality of data as it is generated.
- 16. System should have on-board computer and integrated touchscreen enable stand-alone instrument control, data collection, quality control monitoring and auto-analysis of data.
- 16. System should be compatible with a desktop or cloud application for creating and sending plate files directly to an instrument for enabling remote functionality.
- 17. System software allowing real-time data quality evaluation providing immediate access to base-called or size called data to make decision about the quality of data as it is generated.
- 18. Sequencer Software should provide reference-based analysis of sequencing reactions for mutation detection and analysis, SNP discovery and validation, sequence confirmation. Software for variant analysis should be reference based and non-reference-based analysis of sequencing reactions for mutation detection and analysis, SNP discovery and validation, and sequence confirmation.
- 19. Fragment Analysis software should be a flexible genotyping software that enables DNA sizing and quality allele calls. This software should specialize in fragment analysis and sequencing applications like multi-application functionality including Amplified Fragment Length Polymorphism (AFLP), Loss of Heterozygosity (LOH), microsatellite, SNP genotyping analysis.
- 21. The vendor supplying the instrument should have own application support laboratory in India for local & efficient after sales service-support.

<u>Dedicated High end Ultrasound machine with all applications Main</u> USG section MMABM

The equipment must be capable of operating in B, M, Doppler, Color flow and Power Doppler modes, Contrast ultrasound & 3D / 4D Volume Scanning, Strain & Shearwave elastography.

It should support Convex, Linear, Matrix Linear, Sector, Volume Convex & TV, Biplane TR & TEE probes. Further, it must include a full array of measurement and calculation packages. The specific minimum requirements for this equipment are as follow.

1. User Interface & Ergonomics.

- 1.1 The keyboard should have Height adjustment. The adjustment should also include Keyboard rotation Side to Side.
- 1.2 The system shall include at least a 21" monitor or above.
- 1.3 The monitor shall be mounted on an articulating arm that moves side-to-side, forward and backward.
- 1.4 The system should have 10 Inch touch panel.
- 1.5 The System should have Gel Warmer.
- 1.6 The system shall have minimum Four active universal probe Ports.

2. Productivity

- 1.1. The system shall offer an extended field-of-view imaging that operates by Sweeping a transducer over the anatomy of interest. This mode shall build the extended field-of-view in a real-time manner, showing the image as it builds.
- 1.2. System shall have image management features that store images by patient and include the ability to review images from different exam dates.
- 1.3. System shall support the ability to store digital data in, that allows to optimize imaging parameters such as B Gain, TGC, Color Gain, Dynamic Range, Speckle Reduction levels, Doppler Gain, Doppler Base Line on old Images & old loops recalled from the image archive.
- 1.4. System shall allow for live image and archive images side-by-side or quad display on a single monitor. This display shall allow any type of image B-Mode, Color, or power Doppler on either side.

3. Workflow

- 1.1. Realtime 3D /4D Imaging Capabilities.
- 1.2. Realtime 3D /4D Imaging Capabilities should be available in Convex, Transducer.
- 1.3. System should have Auto measurement for Fetal Biometry (BPD, HC, AC & FL).
- 1.4. Contrast Ultrasound Capability (CEUS) with Times Intensity Curve Graphs.
- 1.5. Should have Facility to Side-by-side comparison of previous ultrasound and other modality exams during live scanning.
- 1.6. Should have facility of Workflow enhancement tool for standardized and repetitive exams.

4. Repetitive exams

- 4.1. The system shall allow for post-Storage image manipulation to provide maximum image flexibility, review and productivity. It shall include the ability to change all following on recalled old Stored Images/Loops.
- 4.2. a. Overall B-Mode gain, dynamic range and gray scale maps.

- 4.3. b. Overall Doppler gain, base line shift, sweep speed and inverted spectral waveform.
- 4.4. c. Anatomical M-Mode.
- 4.5. The system shall provide a display zoom function on frozen images.
- 5. System should have inbuilt Strain elastography in Convex, Linear & Transvaginal probe.
- 6. System should have inbuilt 2D shear wave elastography in Convex & Linear probe.
- 6.1. System should have a color-coded adjustable box.
- 6.2. Upto 10 or more measurements to be derived in both Kpa & m/s in 1 single frame. Scanning Parameters

7. Scanning Parameters

- 7.1. The system should have minimum 3,50,000 digital system processing channels or >300 hardware channels.
- 7.2. The system shall possess the ability to control speckle through the use of a speckle reduction algorithm that enhances borders, reduces speckle artifact and improves detail and contract resolution ingray scale with compatibility in Color mode, 3D and side-by-side display. This feature shall have operator selectable settings and be capable of displaying in side-by-side mode with non-speckle reduced image.
- 7.3. The system shall provide the ability to scan in the compound imaging mode with up to 9 lines on all linear and convex probes.
- 7.4. The system shall provide scan depths from a minimum of 2 cm to a maximum of at least 33 cm.
- 7.5. System should have frame rate more than 2000f/s.
- 7.6. System should have 256 gray shades.
- 7.7. B-Mode / M-mode Imaging.
- 7.8. The system shall provide the capability for coded tissue harmonic imaging on all offered transducers.
- 7.9. Color flow/Bi -Directional Power Doppler/Pulse Wave.

Doppler Measurements and Calculations.

- **8.** Measurements should be possible on frozen images as well as on images recalled from the image archive.
- 8.1.The system shall provide a comprehensive set of obstetrical and gynaecologic calculations and vascular calculations with summary reports.

9. Image Archive and Networking

- 9.1. The device should store images onto an integrated DVD-R Multi drive and a USB port storage device.
- 9.2. The system shall include at least 500gb HDD which includes at least 250 GB hard drive for large local image storage capacity.
- 9.3. The device should store images in DICOM, JPG, WMV and AVI formats for maximum flexibility. 9.4. DICOM Connectivity.

10. Transducers

Unit-A- Set of Probes to be provided:-

10. A. 1. 1-5 MHz Broadband Convex Probe for Abdomen imaging with dedicated reusable biopsy guide.

- 10. A. 2. 3-12 MHz Broad band Linear probe for Abdomen, Pediatric, Peripheral, MSK with dedicated reusable biopsy guide.
- 10. A. 3. 5-9MHz-Broad band TV/TR probe with dedicated reusable biopsy guide.
- 10. A.4. Convex Volume Probe.
- 10. A 5.TV / TR Volume Probe.
- 10. A.6.Matrix Array Linear Probe.

Unit-B- Set of Probes to be provided:-

- 10. B.1-5 MHz Broadband Convex Probe for Abdomen imaging with dedicated reusable biopsy guide.
- 10. B.2. 3-12 MHz Broad band Linear probe for Abdomen, Peripheral MSK with dedicated reusable biopsy guide.

Unit -C- Set of Probes to be provided:-

- 10.C.1. 1-5 MHz Broadband Convex Probe for Abdomen imaging.
- 10. C.2. 3-12 MHz Broad band Linear probe for Abdomen, Paediatric, Peripheral, MSK.
- 10. C. 3. 5-9MHz-Broad band TV/TR probe.

10. Additional Items

- 11.1. UPS with 30 Min Backup.
- 11.2. Thermal B&W Printer
- 11.3. Color Inkjet Printer
- 11.4. Isolation Transformer.
- 11.5. Automatic Stabilizer.
- 11.6.Chemical Copper Earthing for the equipment to be provided and connected to the system.
- 12. The system should be USFDA certified.

Terms and Conditions:-

- The whole system supplied should carry 5 Years warranty.
- No deviation on specifications will be acceptable.
- Compliance sheet to be attached to the tender without any deviation.
- Configuration list to be attached properly mentioning Make and model of the equipment.
- Brochures and all required certificates to be attached in the tender.
- Proven service centre in the valley from more than 5 Years.
- Application training for a minimum period of 10 days.

Specification for Nerve Stimulator

- Should be suitable to identify peripheral nerves and giving percutaneous stimulation in neuro muscular block.
- Should have a percutaneous Monopolar/Bipolar stimulating handle for Localization of Nerves without puncturing the nerve which should be autoclavable.
- Should have selectable stimulation intensity ranging from 0-60 mA in steps 0.1 mA with stimulating handle and stimulation impulse width from 0.3ms, 0.5ms and 1.0ms.
- Should continuously measure & display actual current passing through the patient and selected current.
- Should have pause function to interrupt stimulation without delivering impulses test function.
- Should automatically switch off with an acoustic warning if not operated over a period of 20 mins.
- Should have LCD display for stimulation current, impulse pattern, pulse width impulse amplitude.
- Should have analog and digital display of selected current and actual current.
- Should have membrane touch pads for choosing stimulation function.
- Should be small (pocket Size) and light weight.
- Should be CE Certified or USFDA Certified.

- Consumables, Needles & Device should be from the same manufacturer for precise stimulation.
- Should be able to protect the nerve rom accidental high pressure to prevent Nerve damage.
- Firm/Supplier must be approved by DGCI/CDSCO for Imports and supplies of the goods and Consumables. Must submit the Forms.

Should be supplied complete with

- Percutaneous Stimulating Handle
- Cable for invasive and percutaneous nerve stimulations
- Plexus Cannula with thin polymer insulation coating (Teflon coating not desirable)
- $22G \times 50MM$, $22G \times 80MM$; $22G \times 100MM$ 01 no each
- 9volt battery

Curved Jaw Cordless Ultrasonic Dissection

The Curved Jaw Cordless Ultrasonic Dissection Device is indicated for soft tissue incisions when bleeding control and minimal thermal injury are desired. The device can be used as an adjunct to or substitute for electrosurgery, lasers, and steel scalpels ingeneral, plastic, pediatric, gynecologic, urologic, exposure to orthopedics structures (such as spine and joint space) and other openand endoscopic procedures.

A. The System should have following <u>features</u>:

- It should have Cordless Design which Improves freedom of movement and makes it easier to pass the device within surgical procedures (No cord attached to dissector)
- It should have both single-use and reusable components.
- It should coagulate isolated vessels upto and including 5 mm in diameter.
- Simplified set up that increase O.R. efficiency
- It should have Intuitive Dual Mode Activation Button which Allows transition between min and max energy modalities without taking your eyes off the surgical field.
- It should have Tapered, Curved Jaw Design which allows access to target structures and visualization of the tips of the device. Provides precise access to tissue planes and allows controlled dissection.
- It should have Battery Charger with Easy to interpret battery charge status and battery end of life indications enabling efficient battery usage management.
- It should have Reusable Generator which is able to be steam sterilized with an overall useful life of 150 procedures.
- It should have Reusable Battery which is Non-sterile with an overall useful life of 200 procedures.
- It should have variety of dissectorlengths (13cm, 26cm, 39cm and 48cm) enables usage across a wide variety of procedure types.
- It should have Integrated Torque Wrench Provides the potential for increased set-up efficiency by reducing the number of steps and items needed for assembly.
- It should have LED and sound feedback
- It should have Hand activation control only
- USFDA Approved.

B. System should have following components:

1) Reusable Cordless Generator

- It should be reusable for up to 150 sterilization cycles or surgical cases whichever comes first.
- It should be cordless and should be directly connected to dissector
- It should have Integrated LED that provides device feedback
- It should be autoclavable.

2) Reusable Cordless Battery

- The battery pack should be used upto 200 times
- It should be cordless and should be inserted into dissector via battery insertion guide

• It should be made of Lithium-ion.

3) Ultrasonic Dissector (Consumable)

- It should be of 5 mm diameter
- It should have various shaft length 13cm, 26cm, 39cm and 48cm
- It should have dual-made energy button (minimum and maximum) hand activated.
- It should be single use component.
- It should have battery door which closed and seals battery compartments and battery release button which opens the battery door.

4) Battery Charger

- It should have four charging bays
- It should support charging of 4 batteries simultaneously
- It should have various charging indication for the charge status

5) Battery Insertion guide

• It should be reusable

The system should be supplied with following accessories:

- 1) Cordless Ultrasonic Generator: 1
- 2) Reusable Battery Pack: 2
- 3) Battery Charger: 1
- 4) Sterilization Tray: 1
- 5) Battery Insertion Guide: 1
- 6) Curved Jaw Ultrasonic Dissector, 13cm length for open surgeries: 6
- 7) Curved Jaw Ultrasonic Dissector, 26cm length for open surgeries: 6
- 8) Curved Jaw Ultrasonic Dissector, 39cm length for Laparoscopic surgeries: 6
- 9) Curved Jaw Ultrasonic Dissector, 48cm length for Laparoscopic surgeries: 6