

NOT TRANSFERABLE



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: Corporate Office Kashmir: Near Haj House ,Bemina(190018),Srinagar
email:gmjkmcscl@gmail.com, jkmcsclpm@gmail.com; website: www.jkmcsclbusiness.com



**e-BID FOR HIRING OF SERVICE PROVIDER FOR BIOMEDICAL
EQUIPMENT MAINTENANCE**

(REFERENCE NO: NIT/JKMSCL/M&E/2026/692

DATED 08/05/2026

LAST DATE OF SUBMISSION OF ONLINE BIDS: -04-2026 upto 1600hrs

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, 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.



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: Corporate Office Kashmir: Near Haj House , Bemina(190018), Srinagar

email: gmjkmcscl@gmail.com, jkmsclepm@gmail.com

website: www.jkmsclbusiness.com

NOTICE INVITING TENDER

(Bid form is non-transferable)

**BID FORM FOR HIRING OF SERVICE PROVIDER
FOR BIOMEDICAL EQUIPMENT MAINTENANCE**

For the current estimated value of the inventory i.e Rs. 346.38 crore

BID REFERENCE. No. JKMSCL/Biomedical Equipment Maintenance /JKMSCL /Tend/692

Dated: 08/05/2026

Date of publication of e-bid	09.05.2026 at 15.00 hrs
Start date and time for download of Bid document	: 09.05.2026 at 15.00 hrs
Last date and time for download of Bid document	: 15.06.2026 at 1600 hrs
Clarification start date	: 09.05.2026 at 1500 hrs
Clarification end date	: 22.05.2026 upto 1600 hrs
Pre- bid conference	: 22.05.2026 at 1100 hrs
Google Code for Prebid conference:-	https://meet.google.com/fhy-vyqc-fgm
Start date and time for submission of online bids	: 09.05.2026 at 1500 hrs
Last date and time for submission of online bids	: 15.06.2026 at 1600 hrs
Date and time for online opening of technical bids	: 17.06.2026 at 1100 hrs
Cost of tender document	: Rs. 1000/- (+18% GST)
Tender Processing Fee	: Rs. 9000/- (+18% GST)

ADDRESS FOR COMMUNICATION: **J&K Medical Supplies Corporation Ltd,**

Corporate Head Office:

Plot No. 58, Friends Colony, Satyam Road Trikuta
Nagar Jammu.

**Corporate Office: Near Haj House, Bemina (190018),
Srinagar- Srinagar (Kashmir)**

Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com. The cost of the tender along with tender processing charges of Rs. 10,000/- + 18% GST = 11,800/- (i.e Rupees Eleven thousand Eight Hundred only) i.e. Rs. 1,000/- + 18% GST= 1180/- (Rupees one thousand one hundred eighty only) as cost of tender & Rs. 9,000/+ 18% GST = 10620/- (Rupees Ten thousand Six hundred twenty only) as tender processing charges shall have to be paid either through **NEFT / RTGS only** in the Corporation's Bank Account No. 0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM **or by depositing the amount directly into the above Account No.** along with the submission of requisite valid documentary proof.

- **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.**
- Physical hardcopy 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 be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.**
- The bidder shall have to get themselves updated with the date & time fixed for Pre-bid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done with the recommendations of panel of technical experts drawn from the intending department(s) 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.
- Corrigendum(s) / addendum(s) shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the Bid document by the bidder.
- The JKMSCL is not bound to accept the lowest bid and may reject any / part there of or all bids without assigning any reason thereof.
- The bidders shall have to submit a **GST No. And valid 'GST' certificate / returns** submitted from the taxation department and the '**PAN**' issued by income tax department.
- Every participating bidder(s) to mandatorily disclose the bank account number which is linked with their GSTIN at the time of bid submission. No payment shall be released by the Government Department / Agency / Mission to any other bank account except the one linked with the GST registered number of the successful bidder.
- It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change modification in its formats. Bids submitted with changed or modified annexure / formats shall be rejected.
- Information of award of contract shall be communicated to all participating bidders on the website www.jktenders.gov.in, www.jkmsclbusiness.com.

Note:-

If any amendment / clarification is carried out in the 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 / jktenders Portal.

Important Note:

No representation shall be allowed, accepted and entertained after the Pre-bid meeting (i.e upto 04:00 PM 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.

Email id for Pre-Bid Queries: prebid.jkmscl@gmail.com

Sd/-
Managing Director

ELIGIBILITY TO BID

S. No.	Eligibility criteria for Bidders	Mandatory Documents
<u>Technical Capacity (Mandatory)</u>		
A	<p>The Bidder (Sole Bidder or in case of Consortium shall mean each of the partners including the lead partner) should be an established entity under Companies Act 1956 / 2013 or Societies registered under Societies Registration Act 1860, or Indian Trusts Act 1882, subject to maximum of three coming together as Consortium to implement the Project.</p> <p>Bidders having past experience (submitted for qualification under this BID DOCUMENT) in Consortium / JV are eligible to bid for this tender as a sole bidder or in consortium, / JV, provided that the bidder has performed the role of lead member having overall responsibility in the previous consortium/JV, in any State / UT of India.</p> <p>The bidder may also be a Government Enterprise which provides Biomedical Equipment Maintenance Services.</p> <p>Note-Limited Liability Partnership (LLP) is not eligible for participation in this bid</p> <p>Consortium comprising of at the most three (03) members is only allowed.</p>	<p>For Company Copy of the certificate of incorporation issued by Registrar of Companies (RoC).</p> <p>For Society / Trust- Certificate issued under Societies Registration Act 1860 / Indian Trust Act 1882.</p> <p>In the case of consortium, a part from the above certificate to be provided by each of the partners, the consortium shall also submit:</p> <ol style="list-style-type: none"> 1. Board resolutions for individual partner(s) including lead partner in the consortium. 2. Memorandum of Understanding (MoU)-Consortium.
B	<p>The bidder (in case of sole bidder) must have minimum average annual turnover of INR 75.00 crores during the financial years FY 2022-23, FY2023-24 and FY 2024-25.</p> <p>In case of consortium, the bidder must have cumulative minimum average annual turnover of INR 75.00 crores during the financial years FY 2022-23, FY 2023-24 and FY 2024-25, in which the lead partner of the consortium must have at least minimum annual average turnover of INR 45.00 crore. However, the</p>	<p>Self-attested copies of the below documents for concerned financial years:</p> <ol style="list-style-type: none"> 1. Turnover certificate issued by Chartered Accountant (must have Membership No., UDIN No. & Date) certifying the turnover (sole bidder or each partner in case of consortium).

	cumulative total minimum average annual turnover of consortium members jointly must be Rs.125.00 crores.	
C	The bidder (sole bidder / consortium) must have minimum positive Net Worth of INR 25.00 crores in the last FY 2024-25 and latest valid Bank Solvency Certificate from Nationalized / Scheduled Bank for minimum INR 12.00 crores .	Self-attested copies of the below documents for concerned financial years: 1. Net Worth certificate issued by Chartered Accountant (must have Membership No., UDIN No. & Date) certifying the net worth (sole bidder or each partner in case of consortium). 2. Valid Bank Solvency Certificate from Nationalized/Scheduled Bank.
D	The sole bidder should have one project of minimum Five (05) years of continuous experience (till the date of opening of technical bid) with inventory value of at least Rs. 345.00 crores and in case of consortium, the lead partner should have the similar five years experience with Inventory value of atleast Rs. 200.00 crores , in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme awarded by any State / UT Government / Government Medical Corporation / NHM of any state / UT in India through a centralized call centre and by deploying Engineers and technicians. The experience should be for at-least for 5 years at a stretch and not in a phased manner. In case of consortium, comprising of all partners including lead partner, the cumulative inventory value shall be atleast Rs. 345.00 crores with continuous five year experience as mentioned above.	Copy of 'Experience Certificate issued by Client/Employer' alongwith 'Work order or Contract Agreement' from the employers, to prove the experience. Note: The Department reserves rights to seek all or any other supporting documents to substantiate the eligibility of the bidder.
E	The bidder(sole bidder or in case of consortium shall mean each of the partners including the lead partner) must provide self-attested scanned copies for: (i) PAN Card, (ii) Income tax returns, (iii) GST Registration Certificate and ESI & EPF	1) PAN Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed and submitted by the bidder(s) for three years FY 2022-23, FY 2023-24, FY 2024-25 . 4) ESI & EPF registration certificate

	registration certificate	
F	<p>The bidder (sole bidder or in case of consortium shall mean each of the partners including the lead partner)</p> <p>i. Must not be Blacklisted/ suspended /Terminated (on account of unsatisfactory performance or due to breach of agreed terms) / banned / debarred or declared ineligible by any entity of any State Government / UT or Govt. of India or any local Self- Government body or Public Sector Undertaking in India or abroad, for any reason whatsoever as on date of bid submission. If such Blacklisting / suspension / ban / debarment is pending (including status-quo) before any Hon'ble Court of Law in India and final decision is pending (including status-quo) then such bidder shall not be eligible for submission of bid, unless the final verdict/ court order has been issued in the favour of the bidder or such Blacklisting/ suspension /termination/ ban / debarment order is reversed by the order issuing authority.</p> <p>ii. The bidder / its associates / directors / members / partners / trustees/ any other relevant authority as applicable as per the constitution of the entity, shall not have been convicted in any legal case of economic fraud / criminal nature.</p>	<p>Affidavit sworn before Public Notary / Executive Magistrate as per Annexure.</p> <p>Note: If the above mentioned Affidavit is found false or misleading, the Department shall summarily reject the bid, forfeit the EMD / Performance Bank Guarantee (as the case may be) and shall take legal action along with blacklisting the bidder.</p>
G	<p>The Bidder should have adequate skilled biomedical / clinical engineering human resource to meet the work load. The Bidder (Sole Bidder / Lead Partner) must have deployed minimum 100 nos. of experienced Service Engineers (BE/B. Tech) and 200 Technician (Diploma/ITI) on their existing/running Biomedical Equipment Maintenance and Management Programme in Government Tender for Selection of Service Provider for Biomedical Equipment Maintenance Service in any State / UT of India.</p>	<p>The bidder shall submit client certificate and copy of the EPF / ESIC challans filed in the last quarter (January - March) of Financial Year 2024-25 in support as documentary proof. The certificate should be duly certified from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency)</p>

H	The Bidder should have at least 5 years Experience of Web Based Live Dashboard with Centralized Automatic Service Call Centre in any State / UT Government. The Bidder should be able to give evidence of existence of a centralized call centre of capacity adequate to meet the complaints from the number of facilities.	Bidder shall provide certificate from the respective Authorized Government Representative (on behalf of Tender Inviting Authority/Project Monitoring Agency) towards maintenance services of the Medical Equipments supported by a Centralized Call Centre.
I	The Bidder/Service Provider must have valid ISO 9001 : 2015 and ISO 13485 : 2016 accredited from National Accreditation Board of Certification Body (NABCB)	Necessary documents from the issuing body be provided in the Technical Bid.

Bid Security:

Earnest Money Deposit amounting to Rs. 10.00 Lakhs. (Rupees Ten Lakhs) to be submitted. However, if the bidder fails to sign the contract agreement, the EMD amount will be forfeited.

Performance Security:

5% of the contract value. The performance security will be valid up till six months after the expiry of agreement period and shall be deposited in the form of FDR/NEFT/RTGS.

Agreement Period:

The contract when executed shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

Services shall be valid for a **period of 03 (three) years extendable by 02 years based on performance of the vendor/service provider** from the date of approval by the Authority subject to annual review and it could be cancelled at any time after providing an opportunity of hearing by the Authority, in case the Service Provider / Successful bidder does not follow the rules, regulations and terms and conditions of the contract and or BID DOCUMENT.

Address for Bid submission

Corporate Office:

Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, JKMSCL, Jammu.

GENERAL INSTRUCTIONS

Before filling up of bid or submission of the tender form, kindly go through the following instructions along with terms & conditions carefully so that you're tender is not considered invalid:

1. Bid document comprising of the terms & conditions can be downloaded from the website(s): www.jktenders.gov.in, www.jkmsclbusiness.com.
2. Bids shall have to be submitted strictly as per the Terms & Conditions through e-procurement portal of Govt. of J&K www.jktenders.gov.in.
3. Bidder shall have to submit Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred only) which includes Rs. 1180.00 as cost of tender document and Rs. 10620.00 as tender processing fees including GST, both non-refundable, at the time of bidding as specified above.
 - a. Scanned copies of financial instruments i.e DD/FDR/CDR/ BG etc. shall have to be uploaded along with Technical bid.
 - b. Original DDs, CDR/ FDR/ BG shall have to be deposited, in original, at the office of Managing Director, JKMSCL, Jammu/ Srinagar **a day before the last date and time of bid submission.**
4. All the Certificates / License / Documents which are required shall be complete and updated.
5. A Pre-Bid Meeting shall be held as per critical dates to clarify various issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting, necessary modifications in tender conditions, etc., if required, can be made and shall be uploaded only on website(s) www.jktenders.gov.in & www.jkmsclbusiness.com. **The same shall neither be published in any newspaper nor be informed individually. Hence, bidders are advised to keep themselves updated through these websites.**
6. Bids shall be submitted after Pre-Bid meeting incorporating the modifications, if any.
7. The authorized signatory of the firm shall only be entertained to correspondence with the department / corporation regarding this tender issue.
8. The Bidder must give an undertaking to equip its trained Biomedical / Clinical engineering human resource with required vehicles to reach out to sites (Health facilities) as well as vehicles to carry tools and equipment to and fro from the site. The bidder must also ensure that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning at a given facility.

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

Tender Inviting Authority & Other Details	
Tender Reference No. and Date	NIT/JKMSCL/
Place of Pre-Bid Meeting	Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu. Corporate Office: Opp. J&K Motor Garage Deptt Near Hajj House Bemina Srinagar.
Place of Opening of Technical Bid	Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
Tender Form Refundable)	Rs. 1,000.00 (Rupees One thousand only) + GST 18% in the shape of DD drawn with any of the scheduled / nationalized Bank in favour of J&K Medical Supplies Corporation Ltd. Payable at Jammu/Srinagar.
Tender Processing Fees (Non-Refundable)	Rs. 9,000.00 (Rupees nine thousand only) + GST 18% in the shape of DD drawn with any of the scheduled / nationalized Bank in favour of J&K Medical Supplies Corporation Ltd. Payable at Jammu / Srinagar.
Earnest Money Deposit (EMD) (Refundable)	Rs. 10.00 Lakhs (Rupees ten lakhs only)in the shape of FDR / CDR / BG duly pledged in favour of CAO,JKMSCL
Address for Communication	Managing Director, JKMSCL
Contact Nos.:	0191-3510489, 01942493607
e-mail for enquiries	mdjkmscl2@gmail.com

Note:

Date, Time and Venue of Opening of Financial Bids shall be communicated separately later through appropriate announcement/ update on e-Procurement Portal of Govt. of J&K www.jktenders.gov.in and other websites including www.jkmsclbusiness.com. Bidders are required to keep themselves updated regarding various amendments / modifications / announcements shall neither be published in the newspapers nor be informed individually.

DISCLAIMER

The information contained in this Bid document or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this BID DOCUMENT and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this BID DOCUMENT has been prepared in good faith and contains general information in respect of the Proposed Project, the BID DOCUMENT is not and does not declare to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers or consultants 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 Project, or makes any representation or warranty, express or implied, with respect to the information contained in this BID DOCUMENT or on which this BID DOCUMENT 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 BID DOCUMENT is not an agreement and is not an offer or invitation by the Government of JAMMU AND KASHMIR (hereinafter referred to as "Authority") or its representatives to the prospective Bidders or any other person. The purpose of this BID DOCUMENT is to provide interested parties with information to assist the formulation of their Bid. 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 correct any inaccuracies therein that may be in this BID DOCUMENT and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This BID DOCUMENT includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, (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 Project, 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 Bid.

The Authority, 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 Authority 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 Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID DOCUMENT.

The issue of this BID DOCUMENT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Bidders, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of 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 Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 DOCUMENT 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 Project is not subject to disclosure as public information / documents.

Total inventory will be mapped by the successful bidder. Category wise asset valuation is attached with the BID DOCUMENT for asset value calculation. In case of declaration of any additional equipment by end users after inventory mapping, the re-mapping of the inventory shall be executed by the successful bidder **within 90 days of the award of the contract and repair of dysfunctional equipment shall be completed within 02 months from the award of the contract** thereafter. The current estimated value of the inventory is **Rs. 346.38 crores** (details mentioned in BOQ) and the bidder(s) are expected to provide financial bid in terms of percentage of this asset value. This estimated asset value may change subsequent to mapping done by the successful bidder and the PERCENTAGE quoted by the bidder shall continue to remain valid. The service provider shall be eligible for billing during the mapping period as it shall be attending the break down calls besides handling other assignments given in the Scope of Work.

For and on behalf of JKMSCL

A. PREAMBLE

3.1 Definitions and abbreviations

The following definitions and abbreviations, which have been used in this BID DOCUMENT, shall have the meanings as indicated below:

Definitions:

- i. "Contract value" means amount calculated as per the percentage quoted and payable to the service provider for the entire period of the contract i.e . Percentage is to be calculated on yearly basis.
- ii. "Bid" means Quotation/Tender received from a Sole Bidder/Consortium.
- iii. "Bidder" means the Sole (Company/Society/ Trust) or Consortium (a group of 3) submitting Bids/Quotation/Tender.
- iv. "Supplier" means the sole individual/consortium supplying the services as incorporated in the BID DOCUMENT.
- v. "Services" means services allied and incidental to the supply of goods and services, such as transportation, installation, commissioning, provision of technical assistance, training, maintenance service and other such obligations of the supplier covered under the BID DOCUMENT.
- vi. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee/as per NIT conditions to be furnished by a Bidder along with its Bid.
- vii. "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- viii. "Day" means Calendar Day.
- ix. "Associate" means, in relation to the applicant/ bidder / consortium member, a person who controls, is controlled by, or is under the common control with such applicant/bidder/ consortium member (the "Associate").
- x. "Control" means, with respect to a person, which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- xi. "Authority" means Government or any agency authorized by Government.
- xii. "Preventive Maintenance": It is an action to eliminate the cause of a potential non-conformity. The care and servicing by personnel for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring.
- xiii. "Corrective Maintenance": It is also an action to eliminate the cause of a detected non-conformity. It is a maintenance task performed to identify, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to an operational condition within

the tolerances or limits established for in-service operations.

- xiv. "Equipment Breakdown Rate": Also known as failure rate, it is the frequency with which an engineered system or component fails. It is expressed in failure per equipment per hour /shift/ day.
- xv. "Upkeep time": It is the period of time that a machine has been working or available.
- xvi. "Downtime": It is the period of time that a maintenance system fails to provide or perform its primary function in other words the time for which the dysfunctional equipment remains dysfunctional.

3.2 Abbreviations:

- i. "MoU" means Memorandum of Understanding
- ii. "CCC" means Centralized Call Centre
- iii. "LOI" means Letter of Intent.
- iv. "SPV" means: A Special Purpose Vehicle (SPV), also known as a Special Purpose Entity (SPE) or financial vehicle corporation (FVC), is a separate legal entity created by a parent company to achieve a specific, limited objective, often for financial engineering, risk management, or asset securitization, and to isolate financial risk.

3.3 Language of Tender

3.3.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder and the purchaser, shall be written in the English language, unless otherwise specified in the BID DOCUMENT. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by a notarized English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

3.3.2 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder and the "Contracting Authority", may also be written in the Hindi language, provided that the same are accompanied by notarized English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

3.4 Background Information for the Bid:

3.4.1 Background Information

3.4.2 Department of Health & Medical Education, Government of Jammu and Kashmir, (the "Authority") seeks to engage Service Provider for maintenance of biomedical equipments (**Directorate of Health Services of Jammu and Kashmir as well as New GMCs**).

3.4.3 This BID DOCUMENT is for "Medical Equipment Maintenance Services" (hereinafter referred to as "Project") for a period of 03 years and based on annual

review which may be extended for another two years.

- 3.4.4** This BID DOCUMENT consists of two Parts as listed below and would include any Amendment issued in accordance with this BID DOCUMENT:
- i. Instruction to Bidders.
 - ii. Draft Agreement along with its schedule.
- 3.4.5** Interested parties can download the BID DOCUMENT from J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbuisness.com .
- 3.4.6** The purchaser of the BID DOCUMENT must be the Bidder itself or a member of the consortium submitting the Bid, authorized by the consortium.
- 3.4.7** The selection of the Service Provider will be based on Quality cum Cost Based Selection (QCBS) criteria. Only those bidder(s) which fulfill the eligibility criteria shall be examined for QCBS.
- 3.4.8** BID DOCUMENT submissions by Bidders must be done positively in the manner specified in the BID DOCUMENT at the address given in the document and the Authority shall not be responsible for any delay in receiving the Bid.
- 3.4.9** The dates and other particulars relating to the BID DOCUMENT are given in the Data Sheet attached at the beginning of the BID DOCUMENT. The Authority may at its sole discretion alter the schedule anytime during the process by giving due notice.
- 3.4.10** Address for Submission of Bid:

Corporate Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu.

**Tender Inviting Authority
J&K Medical Supplies Corporation, Ltd.**

4.1 Instructions to Bidders

General Terms of Bidding

- 4.1.1 All the Bidders are required to submit their Bid in accordance with the terms set forth in this BID DOCUMENT
- 4.1.2 The Authority reserves the right to invite fresh bids with or without amendment of the BID DOCUMENT at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
- 4.1.3 The Bidders shall enclose its Bid, complete with its Formats, all the relevant documents to support information provided in the Bid.
- 4.1.4 The Bidder should submit a Power of Attorney as per the format mentioned in FORMAT 2, authorizing the signatory of the Bid to commit the Bidder. In the case of a consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per FORMAT 3.
- 4.1.5 An individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be a member of any other Bidder consortium submitting a bid;
- 4.1.6 Members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at FORMAT 7 (the "MoU"), for the purpose of submitting a bid. The MoU to be submitted along with the Bid, shall, inter alia:
- 4.1.7 Any entity which has been barred/ blacklisted by the Government of India or Government of Jammu and Kashmir or any other State Government /UT from participating in any project, and the barred/ blacklisting subsists as on the Bid Due Date, the concerned entity would not be eligible to submit the Bid, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per FORMAT 4 as part of the Qualification Bid.

4.2 SCOPE OF WORK

- 4.2.1 Government of Jammu and Kashmir seeks to engage Service Provider for Maintenance of Biomedical Equipments with an aim:
 - i. To provide 24x7, 365 days uptime of :
 - 95% for all medical equipments in case of Medical Colleges/DH.
 - 90% for SDH /CHC and
 - 85% for PHC etc.
 - ii. At no point of time in a single breakdown, the breakdown should be more than 72 hrs for lifesaving/critical care equipments (specified at Page No. 26, Col 8.2) and 07 days for all other equipments from the date and time of registration of fault. The

service provider is bound to attend unlimited breakdown calls as and when required.

- iii. To set up Divisional office cum Service Center with workshop and spare parts, one each at Jammu and Srinagar. Necessary Spares / accessories / standby equipment along with skilled manpower should be stationed in the Divisional office / Districts for 24x7 responses.
- iv. To provide 24x7, 365 days uptime of 95% for all medical equipments. At no point of time in a single breakdown, the breakdown should be more than 72 hrs from the date and time of registration of fault. The service provider is bound to attend unlimited breakdown calls as and when required.
- v. For equipment which are existing under Warranty/ CAMC/ AMC, Service Provider shall ensure upkeep time and coordinate with the Original Equipment Manufacturer (OEM) or the Executing Agency for execution of the work (without any additional cost) till the validity of the existing contract (s) of Warranty/ C-AMC/ AMC for the respective equipment gets over.
- vi. No Penalty shall be imposed on Service Provider for equipment under existing Warranty/ C-AMC/ AMC provided Service Provider provides evidences of communications to the OEM/Supplier Agency within 05 (five) working days from the registration of complaint. If no such written communication has been intimated by the Service Provider to the OEM/supplier agency within the 5 working days, then due penalty as mentioned in Penalty Clause shall be imposed on Service Provider. All reports/ communications shall show equipments under warranty/AMC/CMC and others separately.
- vii. For all medical equipments that is under any form of AMC/CMC/Spares agreement or under warranty, the Health & Medical Education Department shall not be renewing the equipment specific maintenance contracts.
- viii. The maintenance service provider shall not be including cost of maintaining any equipment which is under any kind of AMC/CMC/warranty in its first Bid and cost of such equipment shall not be included till the time existing contract(s) with other service provider(s) is valid for the respective equipment. The maintenance service provider may choose to take authorization for doing maintenance of such equipment from existing AMC/CMC contract holder(s).
- ix. Maintenance costs for equipment that are currently in any AMC/CMC/warranty Contract shall be added by the service provider only after the expiry of contracts for the respective equipment.
- x. The sole service provider shall however be liable to ensure upkeep time as declared for all equipment irrespective of any AMC/CMC/warranty status for any equipment. Maintenance cost for equipments those are currently under any AMC / CMC / Warranty contract shall be added by the Service Provider only after the expiry of contract for the respective equipment. All equipments under CAMC/AMC/Warranty shall automatically come under the scope of the service provider from the next day of end of CAMC/AMC/Warranty period.
- xi. The maintenance service provider shall be identifying and responding to requests seeking maintenance of all Biomedical Equipments available in the DHS J/K / New

- GMCs through the Maintenance Process Tracking Identification Number (MPT-IDs) compliant to GS1 standards of bar-coding.
- xii. Maintenance service provider shall establish and operate an exclusive 24x7-customer care center for accepting calls and managing the maintenance services. The service provider should be able to provide a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the contract agreement. Within one month from the effective date, the operator shall be responsible to establish, procure, operate, manage and maintain the Centralized Call Centre. The setting up, renting, maintenance and management of call centre premises shall be the responsibility of the operator and should be factored into the bid amount quoted by operator. **The call centre shall be setup at Jammu / Srinagar.** At least 95% phone calls received at the Centralized Call Centre should be answered within 20 seconds of the first ring/beep. The call centre shall run on separate dedicated lines. The call centre should have automatic call logging capacity and backup log shall be available for entire contract period at any given point of time. The old log details shall be archived by the Service Provider for future references and verification. The architecture of the call centre should be designed in such a way that there should not be any waiting time for breakdown calls. The Service Provider shall acquire the toll free number on its own on the authorization of the competent authority and shall handover the number to the competent authority after the expiry of the contract.
- xiii. The committee constituted by the end user department shall have right to inspect the performance of the service provider. In case of any discrepancy found in implementation of Bio-Medical Equipment Program, the Director Health Services J/K/NHM/ Principal GMCs/ TIA shall be free to take suitable necessary action against the service provider as per terms and conditions of BID DOCUMENT and agreement. The PIP action plan, MOU and other terms & conditions of the BID DOCUMENT shall be the bench mark for accessing the performance of the service provider. Administrative Department reserves the right to get the performance audit through any authority / agency at its discretion.
- xiv. The approved bidder shall have to submit and explain the Project Implementation Plan (PIP) at the time of presentation as well as, and when asked from the bidder.
- xv. The service provider shall carry out Preventive Maintenance and Calibration of all Bio-Medical Equipments respectively as per norms of NABL/NABH/AERB or OEM guidelines with entry in log book for each preventive visit and is to be recorded in the mobile app.
- xvi. The service provider shall ensure that all major spares used for maintenance are either procured from OEM of biomedical equipments or from OEM approved spares manufacturer. Valid documentation shall be kept by service provider. Spare parts authenticity details (OEM / OEM approved) spare manufacturers shall be provided in service report as in checklist form.
- xvii. The Service Provider shall have obligation to repair any equipment damaged either by the user / due to any natural calamities / due to rodents / water seepage

at the Institution. But the necessary cost in this regard shall be borne by the concerned institutions.

4.3 Operationalization of Maintenance services will be regarded as:

- (a) Maintenance activities conducted on all Bio-Medical equipments.
- (b) Setting up Customer Care Centre to accept calls for fault registration in local languages (Hindi, English & Urdu).
- (c) Recruitment of trained engineering and administrative human resource.
- (d) Provide Equipment Management Information System.
- (e) The service provider will categorize the equipment asset base while undertaking initial mapping and tagging, in the following categories:
 - i. Critical and Life-saving equipment with Asset value
 - ii. Other remaining equipment with Asset value.
 - iii. List of equipment under CAMC/Warranties with OEM.
 - iv. List of equipment proposed for BER/Condemnation.
- (f) To provide real-time Equipment Management Information System. Should provide access to the TIA/NHM/Any other Government Agency for monitoring purpose of the dashboard as and when required. The service provider shall have to update the system as per requirement of the TIA/NHM/ End user departments.
- (g) Provide preventive and corrective maintenance including calibrations for all biomedical equipments in healthcare facilities.
- (h) To furnish the format of equipment identification code system. The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter, as part of the existing scope of work and upon the same terms and conditions specified in the Agreement.
- (i) Regarding software update of certain machines, the responsibility vests with the service provider to communicate with the OEM and get the software updated within the specified time period.
- (j) ***Bar-coding/ QR coding: The service provider shall do bar coding and shall ensure to affix/paste barcode/QR code on each and every equipment under contract clearly reflecting equipment model and make.***
- (k) ***Mobile Application: the service provider shall develop secured Mobile application for end user/hospital staff/service engineer/BME with different rights of viewing/addition and deletion of data. The mobile application should have facility/features for generating complaints by scanning barcode, viewing list of equipment of their department with details of Make and Model, date of installation, warranty status, last PM done, Last calibration done. Last service***

done etc. and all kinds of reports, before attending and closing of complaint by service engineer, GPS location date & time should be generated through barcode scanning.

- (I) **Compliance of Applicable Laws:** *The service provider shall at all times comply with applicable laws and regulations pertaining to the Bio-Medical Equipment especially those pertaining to radiation, safety, security, environment, all general public and national laws and the requirements of competent and/or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.*

4.4 Equipment Management Information System

The information technology (IT) based dashboard should be developed within 30 days from the date of signing of the Agreement in close coordination of designated representative/s of the Health Department, **which shall be accessible through web and mobile application** to capture following but not limited to:

- a) Profile of existing equipment and new additions in future as Asset register / Inventory
- b) Identification of Critical and Non-Critical Equipment.
- c) Total number of equipment in Critical and Non-Critical Equipment category.
- d) Warranty status of equipment.
- e) AMC / CMC status, if any, with other agency and details.
- f) Calibration history, due dates and adherence with schedule.
- g) Preventive maintenance history, schedule and compliance.
- h) Functional status of equipment.
- i) Up time and down time of equipment.
- j) Repair requisition tickets raised, resolved, pending, duration of tickets – resolved and pendency.
- k) Details about repairs including labor time / cost and parts.
- l) Authorized person of facility/district/state/UT and Service Provider engaged in repair requisition ticket till resolution of the ticket.
- m) Generate various types of reports related to equipment management at different level with track ability till facility and specific equipment.
- n) Auto generation of flags on due date of calibration, warranty, existing AMC/CMC, preventive maintenance.
- o) Training to bio-medical engineers of Service Provider and health facility staff.
- p) Service Provider shall provide online access with all privileges to NHM authorities / Any other Government nominated agency. The application should be able to calculate the minimum time taken for attending each service call, time taken to complete each complaint, up time maintained for each category of institutions and equipment and to generate reports.
- q) Manage documents such as copy of invoices for new equipment, warranties/ guarantees, AMC/ CMC service information or safety reports pertaining to all the equipment (Contract Management) and the

information should be made available electronically to anyone in management and the maintenance staff.

- r) Transfer of bio-medical equipment / spare parts to other information systems as and when required by the customer as per the instructions.
- s) Generate and submit status report of all the equipments at a pre-defined periodicity in the format suggested by the Contracting Authority.
- t) The Contracting Authority can audit the documentation of the Service Provider and the quality of information provided any time without any prior information. Also, annual third- party audit by NABL accredited laboratory be carried out for all calibration processes. Due cooperation and information/access should be provided by the Service Provider
- u) The contracting Authority envisages that the selected Bidder will have to operationalize the Services for Maintenance of bio-medical equipments through Service Provider and shall at all times comply with applicable laws and regulations pertaining to the bio-medical equipments especially those pertaining to radiation, safety, security, environment, all general public and national laws and the requirements of competent and/or contracting Authority whose jurisdiction applies in the area where the services are being provided.'

4.5 Ticket Management

- a) Once the issue is raised by a facility, the request will be assigned to a specific & appropriate Biomedical engineer by the service provider with SMS acknowledged to all concerned.
- b) For each facility, there should be one nodal officer to whom a confirmation call may be given by the Service Provider after acceptance of a breakdown call from any user in the facility.
- c) In case the problem cannot be resolved at the site, the engineer/technician attaches a tag with date & carries to designated workshop for further action
- d) Resolving/fixing of the fault and closure of the ticket shall happen via two factor authentication mode; first the request for closure shall be raised by the vendor with the all the details pertaining to repair along with the time or not repairable note/reason, as the case may be in the form of "Closure report", and same shall be approved or rejected by the designated personnel of the facility with remarks (mentioning date and time). A message on phone and email notification shall be flagged to the Nodal Officer/ designated after closure/rejection of the ticket as the case may be.
- e) Staffing Tools and support: The Service Provider shall maintain the minimum staff as detailed in 5.14 for running the project. The number may increase in order to ensure that the complaints / maintenance are handled within the perceived time limit. The staff shall be suitably equipped with the necessary skills to handle the equipments, manage the project and provided requisite tools / Spare parts.

5. General Terms & Conditions

- 5.1 The Service Provider shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipments especially those pertaining to radiation, safety, security, environment, all general public and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.
- 5.2 The Service Provider shall establish a well-equipped service network and adequately staffed Centralized Call Centre (CCC) that is accessible through “Centralized toll free number”. For each facility, there would be a nodal officer(s) to whom a confirmation call may be given by the maintenance Service Provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via telephonic guidance to nodal officer(s) identified on a case to case basis. *Call Centre shall be available to handle all local languages.*
- 5.3 ***Call closure will be done by service provider engineer only after getting the service report verified by the user department regarding the completion of repairs. Afterwards, the information shall be given to Nodal Officer designated at each level by respective competent authority of end user departments.***
- 5.4 The Service Provider shall be responsible to operate the Centralized Call Centre with toll free number, 24 hours in a day, 365 (complete year) days in a year and to maintain all Biomedical Equipments in the Healthcare facilities.
- 5.5 The Service Provider shall be penalized by the Authority for not conforming to the obligations and services as per provisions of the Agreement.
- 5.6 The Service Provider will be responsible for procuring all the necessary tools, spare parts, manpower, vehicles and other services required for the satisfactory completion of the contract. The service provider shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.
- 5.7 The Authority will be responsible for providing all necessary support to provide the access to all the Biomedical equipments available in the healthcare facilities.
- 5.8 The bidder shall specify color codes and uniform for all its employees visiting the sites for maintenance. Here, the word uniform includes identification badge, clothing, protection gear, boots, cap and any other item required for safe delivery of the devices.
- 5.9 *User training shall be provided on scheduled basis in consultation with the designated persons by respective competent Authority of the department/ institutions before starting the project.*
- 5.10 *Real Time Dashboard in terms of software will be provided with the link to DHS / GMC/NHM/Any other nominated Government Agency website. Dash board is to be provided at offices of respective Administrative Secretaries, Principal GMCs concerned, Director Health Services, & any other designated person by the authorities.*
- 5.11 *All users/nodal officers shall be receiving confirmation SMS after logging call on the toll free number.*
- 5.12 *List of critical equipments already mentioned in the Bid document can be updated from time to*

time as per the Government guidelines / instructions.

- 5.13 Service report/visit report "on equipment to equipment basis" will be made available on the website and mobile application.
- 5.14 The service provider shall ensure the minimum strength of staff as under

Category	Location	Minimum Strength
Bio-Medical Engineer	Medical College & Associated Hospitals	Minimum 02
	DH including SDH / CHC / PHC etc	Minimum 03
Technician	Medical College & Associated Hospitals	Minimum 06
	DH including SDH / CHC / PHC etc	Minimum 09
Team leader	Divisional level (Jammu & Srinagar)	01 each at Jammu & Srinagar
Project Manager	UT level	01

Note:

The strength mentioned above is the minimum requirement to be deployed at the designated locations. However, the Service Provider may increase the manpower to meet the deliverables of the contract, as per the requirement(s). The minimum strength as mentioned above is cumulative count for all the health facilities in case of DH including SDH/CHC / PHC etc.

- 5.15 The minimum qualification for the **Bio-Medical Engineer** shall be bachelor's degree in Bio-Medical Engineering/Electrical & Electronic Engineering / Instrumentation Engineering/ Medical Electronics with 03 years experience in similar field of maintaining biomedical equipments and for the **Technician** shall be diploma in Bio-Medical / Electrical & Electronic Engineering with 02 years experience in similar field of maintaining biomedical equipments. In case of **Team Leader**, the person should have degree in Bio-Medical engineering/ Electrical & Electronic Engineering / Instrumentation Engineering/ Medical Electronics with minimum 04 years experience in relevant field. For the **Project Manager**, the person should have post graduate degree in management with minimum 05 years experience in relevant field.
- 5.16 The Hospital/User Institutions will provide sitting space to the technical staff of the Service Provider in Hospital/Institution premises itself. The service provider shall provide the list of all staff with contact details along with their testimonials to end user departments / NHM etc. If any change occur in the list same shall be communicated to said authorities. The bidder should provide the details of staff deployed with location to the Tender Inviting Authority/ NHM/ end user departments. The details of employees

leaving the project and joining during the contract period shall be informed promptly. A single point of contact for every district/Medical Colleges with mobile number and one single point of contact at the UT level shall be provided to the Tender Inviting Authority / NHM etc.

- 5.17 *The service provider shall incorporate time of receiving the call in the message sent to the user, logging the call. Moreover, the service provider shall incorporate expected time of visit of service engineer to attend the hospital / health facilities for getting the equipment repaired.*
- 5.18 The respective Principal GMCs concerned / Director Health Services shall nominate Nodal Officer who will work in coordination with the service provider.

6. Condemnation of the Biomedical Equipment:

- (a) *Regarding condemnation of the equipments which are beyond repairs / outlived its life, the service provider will submit list of equipments for condemnation due to beyond economical repairs with evidence material to the condemnation committee constituted by the end user department. The list of such equipments (equipment beyond economic repair / obsolete) should be supported by the certificate obtained from the OEM / or the authorization Service Centre of OEM of each such equipment in this regard. A report indemnifying equipment requiring condemnation should be submitted by the Maintenance Service Provider once every year preferably before the renewal of the contract for the subsequent year. **The condemnation committee appointed by the competent authority for identification of equipments suitable for condemnation of the equipment shall have the sole right for undertaking condemnation as provided under the rules.***
- (b) The maintenance Service Provider should not under any circumstances be the purchaser of spare part or components of any equipment resulting out of condemnation.
- (c) Minimum life of each equipment shall be considered as warranty + CMC period fixed at the time of purchase of equipments. Ordinarily, the life of the equipment may be taken as 10 years including warranty period.
- (d) Equipment that has been damaged to fire or any other unforeseen reasons, if declared beyond repair by the service provider, it has to be authenticated by the OEM / Authorized Service agency of the OEM before considering for condemnation.
- (e) For condemnation of Radiological devices, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriate authority like AERB.

7. User Training:

- (a) A trained representative of the maintenance Service Provider shall be available during installation, Commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.
- (b) The service provider shall arrange for periodic user trainings of all equipments not less than twice a year irrespective of the equipment being within/outside the warranty period.

- (c) The service provider shall provide training to the concerned end user department at each district and Sub-district level once a year for Dashboard as well as Mobile Application. The expenses of training including venue, refreshment/ logistics etc borne by the Service Providers. The certificate of satisfactory conduct of training shall be obtained from the Medical Superintendent / CMO concerned.
- (d) In case of failure to conduct the said training as provided above then 2% of the amount payable shall be deducted as penalty at the end of the 12th, 24th, 36th, 48th & 60th month of the contract period.
- 7.1 The maintenance Service Provider shall have no obligation to repair any equipment damaged by the user either accidentally (such as falling of equipment on ground) or willfully at the facility. If requisition for repair of such equipment is made, the maintenance Service Provider shall have the right to invoice it to the contracting authority annually or on case to case basis as mutually decided per the service report submitted by the service provider and duly agreed-upon the intended department / hospital authority.
- 7.2 The maintenance Service Provider **shall repair all dysfunctional equipment within two months of the date of commencement of the Contract work.** All equipment that the Service Provider considers beyond repair shall be listed and the equipment-wise list shall be provided to the Intending Department with reasons that are beyond repair. In such case Intending Department reserves the right to cross verify the equipment to ascertain the veracity of the recommendations. The final decision of the intending department whether the equipment can be condemned or repaired rests with the department and shall be binding on the Service Provider.

8. Penalty:

While managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any lifesaving/critical equipment as specified at Page No. 26 Col 8.2 is dysfunctional beyond 72 hrs of registering of the complaint at the user end. For equipments other than the Service Provider shall ensure that no equipment shall remain dysfunctional beyond 07 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 72hrs (in case of critical equipment) & 07 days (in case of remaining equipments), the following penalty would apply to every extra day beyond prescribed limit :

- a. For equipment whose declared asset value is below Rs.10,000 - a penalty of Rs. 500 every extra day beyond prescribed limit.
- b. For equipment whose declared asset value is above Rs.10, 000 but below Rs. 100,000- a penalty of Rs.1000 every extra day prescribed limit.
- c. For equipment whose declared asset value is above Rs.100,000 (One lac) but below Rs. 100, 00, 00 (Ten Lacs)- a penalty of Rs.2000 every extra day beyond prescribed limit.
- d. For equipment whose declared asset value is above Rs.100, 00, 00 (Ten Lac)- a penalty of Rs. 3000 every extra day beyond prescribed limit as mentioned above.
- e. **In case of breakdown of life saving / critical equipments beyond a period of 24 hours and the Service Provider is unable to arrange for STAND BY equipments at the Health Facility within next 12 hrs, penalty of Rs. 5000 for every day shall be levied.**

- f. In case of failure on the part of Service Provider to undertake preventive maintenance / calibration of equipment as per schedule, then penalty shall be imposed @ of Rs. 1000.00 per missed visit per equipment.
 - g. In case the Service Provider fails to maintain minimum staff as per clause 5.14 for more than a month, penalty of Rs. 1000.00 shall be levied per day till the time replacement is made available
-
- 8.1 The Service Provider shall be permitted to use any Management Information System (MIS) of its own choice. However, the Service Provider shall provide a set of key performance indicators and interface it with the Management Information System of the government. Additionally, the Service Provider shall provide user name and password to the authorities to access any required information on the functioning of equipment through the Management Information System of the Service Provider. Management information system (Dashboard) shall have the details regarding Date of installation of any equipment and date of addition / removal of any Equipment within dashboard, Age of the Equipment, Costs of the Equipment along with Make / Model of the equipment along with other related information as mentioned above.
 - 8.2 The Service Provider shall have to ensure arrangement of STAND BY equipments that are of life saving / critical namely Ventilator, ECG machine, Defibrillator, Infusion Pump, C-PAP/Bi-PAP Machine, Baby Incubator (Phototherapy), Oxygen Concentrator, Suction Apparatus, ABG Analyser, Haemodialysis machine, Auto Haemato-analyzer, Auto bio-chemistry analyser, Dental Chair (PCB), Multi para monitor, X-Ray 300 mA, USG Machine, Colour Doppler, Emergency Resuscitation Kit, Anesthesia machine, Anesthesia work station, Radiant warmer, ELISA Reader and Laser Therapy, blood Bank Refrigerators, Diathermy Machine, Semi Auto Analysers etc.
 - 8.3 In case of breakdown of these above mentioned equipments beyond a period of 24 hours the Service Provider will arrange for STAND BY equipments at the Health Facility within next 12 hrs

9. Preventive Maintenance / Calibration:

- 9.1 The Service Provider shall provide preventive and corrective maintenance for all biomedical equipments in all public healthcare facilities in an entire region/ UT up to the level of PHCs. The bidder shall also undertake the testing and calibration of all biomedical equipments.
- 9.2 The Service provider has to submit the frequency of Preventive Maintenance & Calibration required to be carried out for each equipment. Based on the frequency month wise Preventive Maintenance & Calibration schedule has to be prepared by the Service Provider for individual equipment and Service Provider shall intimate the schedule to the Nodal Officers of the respective institutions before executing the same.

- 9.3 The list will be further modified during the course of contract based on the requirement. Priority shall be given for hospitals and laboratories with national and state accreditation.
- 9.4 Preventive maintenance and calibration stickers shall be affixed on every machine with date of activity and next due date.
- 9.5 The necessary penalty shall be imposed for not following the schedule of Preventive Maintenance & Calibration required to be carried out for each equipment.
- 9.6 The Service Provider shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same. The suggestive PM and Calibration schedule for equipment is annexed in Annexure- A. If the preventive maintenance and calibration schedule of any Equipment is not defined in said annexure, then the Service Provider has to submit the frequency of Preventive Maintenance & Calibration required to be carried out for the same as per manufacturer recommendation and if manufacturer recommendation is not available, at least half yearly preventive maintenance and calibration frequency has to be recommended by the Service Provider.

10. Inventory Management and Services

- a) Service Provider shall provide the list of equipment to be included and excluded in the inventory on quarterly basis of the respective year.
- b) In case of the equipment details entered wrongly in the agreed inventory, correction will be made by Contracting Authority retrospectively from the date of start of the contract year and the corresponding amount will be deducted from the amount payable to Service Provider.
- c) Items namely Batteries, cable probes, tubings, X-ray Tubes and allied items except disposable and consumable items shall be provided and replaced by the service provider within the quoted prices which shall be a part of "contract".

It is further clarified and stated that:

- i. The bidder shall replace all spares and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The spares and accessories shall include X-ray tubes/CT Tubes, mono- block, image intensifier, HT Cables, Helium for MRI, all kinds of Probes, all types of sensors and transducers, all kinds of electrodes, all kinds of cables, Detectors, all kinds of batteries, flow sensors, Oxygen sensors in the ventilators, probe for pulse oximeter, ECG cables, cassettes, All light sources like Xenon/Halogen/LED / All kind of fuses and any spares which are not mentioned wherever applicable and also the accessories and other devices supplied along with the equipments like Computer, Compressor, Monitor and any accessory which are not mentioned

which forms part of the equipment system, without which it cannot work satisfactorily.

- ii. *Any item (consumable item or disposable item) which is meant for single use is consumables which shall be the responsibility of the respective hospitals. Reagents and chemicals shall also be the responsibility of the respective hospitals.*
- iii. All major/ minor maintenance/ servicing of Biomedical equipments and/or replacement of spares in these equipments shall be the responsibility of Service Provider.
- iv. All consumables/disposables/spares which are replaced in day to day patient **diagnostics or therapeutic activities** may be borne by the Authority. Examples are reagents/control solution / ECG papers/ Disposable ECG Electrodes/ Ultrasound Gels / Patient Circuits for Ventilators etc.

11. Site visit and verification of information

- 11.1 The Bidders are encouraged to submit their respective bids after visiting the institutions and ascertaining for themselves of the health profile, health facilities in the institutions, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them. For ascertaining the condition of the existing equipment, the Authority may permit the Bidder after proper permission of the concerned authorities to inspect the position of the said equipments.
- 11.2 The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the Bidder to comply with the requirements of BID DOCUMENT will be at the Bidders' own risk and make the bid non-responsive.

12. Acknowledgement by Bidder

- 12.1 It shall be deemed that by submitting the bid, the Bidder has:
 - (a) made a complete and careful examination of the BID DOCUMENT;
 - (b) received all relevant information requested from the Authority;
 - (c) satisfied itself about all matters, things and information required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;
 - (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the BID DOCUMENT or ignorance of any of the matters referred shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) agreed to be bound by the undertakings provided by it under and in terms thereof.

12.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the BID DOCUMENT or the bidding process, including any error or mistake therein or in any information or data given by the Authority.

13. Right to accept or reject any or all bids

13.1 Notwithstanding anything contained in this BID DOCUMENT, the Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.

13.2 The Authority reserves the right to reject any bid if:

i. at any time, a material misrepresentation is made or uncovered,

or

ii. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

13.3 In case, it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this BID DOCUMENT, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this BID DOCUMENT, the bidding documents, the Agreement or under applicable law.

13.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the BID DOCUMENT. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. BID DOCUMENT

14. Contents of BID DOCUMENT

i. Data Sheet

- ii. Disclaimer
- iv. Instructions to Bidders
- v. Evaluation Process
- vi. Fraud and Corrupt Practices
- vii. Pre-Bid Conference
- viii. Miscellaneous Formats for Bid

C. BID PREPARATION AND SUBMISSION

15. Documents comprising Preparation and Submission of Bids

- 15.1 The Bid in response to the BID DOCUMENT should be in English and is to be submitted in two (2) parts. The bidders shall have to upload the technical & financial bid on the e-portal www.jktenders.gov.in.

PART 1: Technical/ Bid

PART 2: Financial Bid

15.2 PART 1: Technical/ Bid

The Bidder is expected to provide details of its registration as per FORMAT 10 and furnish documents to support its claim. A summary of relevant information should be provided as per FORMAT 10. Details of all information related to the past experience and background should describe the nature of work, name and address of client, date of award of assignment, size of the project etc. as per FORMAT 11. The Bidder should submit details of financial capability as provided in the Bid document. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the partners of the consortium should be submitted.

15.3 PART 2: Financial Bid

The Bidder should quote the rates as percentage of the Equipment Inventory for undertaking the aforesaid Project in accordance with this Bidding Document and the Agreement.

16. Preparation & Submission of Bid

- 16.1 All Bids uploaded must be duly signed and stamped by the Authorized representative of the Bidder.
- 16.2 The Bidder should upload & submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Bid to execute the Bid. In case the Bidder is a Consortium, the Bidder must submit a Power of Attorney as per FORMAT 3 and

comply with the additional requirements for bidding as a Consortium as specified in Clause 4.1.4 of this BID DOCUMENT.

- 16.3 The Bid along with the copy of instructions to Bidders as Part I and Agreement with Schedules as Part II as mentioned in clause 3.4.4 shall be signed and each page of the said documents shall be initialed by a person /persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 16.4 An Affidavit (no conviction) as per FORMAT 4 should be submitted along with the Bid.
- 16.5 The Bid shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder or each of the Members (in case of a Consortium) as the case may be as per FORMAT 5.
- 16.6 The Bid shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the single entity as the case may be as per FORMAT 6.
- 16.7 The Bid shall be accompanied by the Resolutions from the Bidder / Member for submitting the Bid and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8.
- 16.8 The Bid shall be uploaded & submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the BID DOCUMENT. The Bid / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the Authority may, in its sole discretion, require the Bidder to rectify the discrepancies in the bid submitted by the Bidder pursuant to this BID DOCUMENT.

17. Additional Requirements for Bids from a Consortium should comply with the following requirements:

- (a) Wherever required, the Bid should contain the information required for each Member of the Consortium and the Members should acknowledge the collective responsibility and the respective roles as Consortium members;
- (b) The Bid should include a description of the roles and responsibilities of each of its Members;
- (c) Members of the Consortium shall nominate one member as the Lead Member.
- (d) The Lead Member will be nominated by the members of the Consortium through a power of attorney as per FORMAT 3.
- (e) Subject to the sub-clause (a) above the Lead member shall authorize a representative (“Authorized Signatory”) on behalf of the Consortium, through a power of Attorney as per FORMAT 2. The authorized representative will sign the Bid which would be legally binding on all the members of the Consortium.
- (f) All the Power of Attorney shall be furnished on a non-judicial stamp paper of

Rs. 100/- and duly attested by a notary public.

- (g) A Bidder applying as a single entity cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this Project.
- 17.1 Members of the Consortium shall submit a Memorandum of Understanding (MoU) specific to this Project, for the purpose of submitting the Bid as per FORMAT 7. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by a notary public.
- 17.2 The bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Bid and, if successful; to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8.
- 17.3 The Bid shall be accompanied by the Project Undertaking on the letter head of the Lead Member (in case of Consortium) or single entity as the case may be as per FORMAT 6.
- 17.4 All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Bid documents shall made with date.

18. Bid Security (EMD)

- 18.1 Earnest Money Deposit amounting to Rs. 10.00 Lakhs. (Rupees Ten Lakhs) to be submitted. However, if the supplier fails to sign the contract agreement, the EMD amount will be forfeited.
- 18.2 The Bid / Performance Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:
- (a) If any Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this BID DOCUMENT;
 - (b) If any Bidder withdraws its Bid during the period of Bid validity as specified in this BID DOCUMENT and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (c) In case of the Selected Bidder, if there is failure within the specified time limit to :
 - (i) sign and return the duplicate copy of Letter of Intent (LoI);
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period of 30 (Thirty) days from the date of issue of LOI; or

(d) As per the relevant provisions of this BID DOCUMENT and Agreement.

19. Sealing and Signing of Bid

- 19.1 The Bidder shall upload the bid on e-portal www.jktenders.gov.in.
- 19.2 The envelope (Hard copy) of the bid shall be sealed and marked as "Bid for Maintenance of Biomedical Equipment for the Health Facilities, Jammu and Kashmir" and shall **contain financial instruments and all the FORMATS/undertakings provided in Bid document along with the supporting documents in Original. Financial bid is to be uploaded on e.portal only. Submission of Hard Copy of the financial bid shall result in outright rejection of the bid.**
- 19.3 The Bidder shall upload the Financial Bid on e-portal i.e www.jktenders.gov.in.
- 19.4 The Bidder shall submit the Bid Security in Original.
- 19.5 The outer envelope of the bid shall be sealed and marked as "Bid for Maintenance of Biomedical Equipment for the Health Facilities, Jammu and Kashmir".
- 19.6 The Bidder shall provide all the information sought under this BID DOCUMENT. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and / or conditional Bids shall be liable to rejection.
- 19.7 The Bids shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bids.
- 19.8 The pages of each part of the Bid shall be clearly numbered, indexed and stamped with the office seal of the Bidder.
- 19.9 The Bid shall be signed and each page of the Bid shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 19.10 Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code), e-mail, and facsimile number of the Bidder. Each envelope shall be addressed to:
- Jammu & Kashmir Medical Supplies Corporation, Plot No. 58, Friends Colony,
Trikuta Nagar, Jammu, J&K.*
- 19.11 The JKMSCL is not bound to accept the bids and may reject any / part thereof or all bids without assigning any reason thereof.

20. Bid Due Date and Time

Bid should be uploaded & submitted positively by or before the due date, at the address given in Bid document in the manner and form as detailed in this BID DOCUMENT. Bids submitted in any other manner will not be accepted.

21. Extension of due date

The Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum/ corrigendum uniformly for all bidders. All such addendums / corrigendum shall be released on the websites and the bidders are requested to check the site regularly for updates. The JKMSCL shall not undertake any responsibility, if any, Bidder fails to regularly check the websites for addendums / corrigendum.

22. Modifications / Substitution / Withdrawal of Bids

The Bidder shall submit the final Bid by the Bid Due Date and Time. No Bid shall be modified, substituted or withdrawn by the applicant/bidder after the uploading/submission of the Bid.

23. Clarifications and Pre-Bid Conference

- 23.1 A prospective Bidder requiring any clarification on the BID DOCUMENT documents may submit their queries and suggestions prior to the last date for receiving queries.
- 23.2 The Authority shall schedule a pre bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre-bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues to the Project, before final submission of the Bids. This would be common for all the Bidders.
- 23.3 The bidder shall have to get themselves updated with the date & time fixed for Pre-bid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done 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. 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. At any time prior to deadline for submission of the bids, the TIA, may also amend the bidding document.
- 23.4 Bidders may note that the JKMSCL will not entertain any deviations to the BID DOCUMENT at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the BID DOCUMENT with all its contents including the draft Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.
- 23.5 No interpretation, revision, or other communication from the Authority regarding this solicitation is valid unless in writing and signed by appropriate authority.

24. Amendment of BID DOCUMENT

- 24.1 The Authority may modify the BID DOCUMENT by issuing an Addendum /

corrigendum before the Bid Due Date.

24.2 Any Addendum / corrigendum thus issued shall be part of the BID DOCUMENT and will be hosted on the e-portal www.jktenders.gov.in www.jkmsclbuisness.com.

24.3 To give prospective Bidders reasonable time in which to take Addendum / corrigendum into account in preparing their bids, the JKMSCL may, at its sole discretion, extend the Bid Due Date.

25. Bid Validity period

Bid submitted by bidders shall remain valid for a period of 120 (one hundred and twenty days) from the Bid Due Date. The Authority reserves the right to reject any Bid, which does not meet the requirement.

26. Extension of Bid Validity Period

26.1 In exceptional circumstances, prior to expiry of the original Bid Validity Period, the JKMSCL may request the Bidders to extend the period of validity for a specified additional period which shall not exceed 90 days from the Bid Validity Date. The request and the Bidder's responses shall be made in writing. The Authority reserves the right to reject the Bid submitted by any Bidder who fails to extend the period of validity of its Bid in line with the provisions of this clause.

26.2 The Bid Validity period of the Selected Bidder shall be automatically extended till the date on which the Agreement is signed.

26.3 The Authority reserves the right to accept or reject any or all of the Bids without assigning any reason and to take any measure as the Authority may deem fit, including cancellation of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

27. Acceptance of Letter of Intent (LoI) and Execution of Agreement:

27.1 The JKMSCL shall only be responsible for preparation, uploading & finalization of NIT and thereafter, issuance of Letter of Intent (LoI) to the Selected Bidder.

27.2 Within 15 days from the date of issue of the LoI, the Selected Bidder shall accept the LoI and return the same for execution of Agreement as per the conditions of the NIT. Payments shall be made as per conditions of the contract.

27.3 Stamp duty, if any, payable on the Agreement will be borne by the Bidder.

27.4 The Selected Bidder shall be party to the Agreement as a confirming party. The Selected Bidder shall also execute such further documents and deeds as may be required (the "Contract Documents"). The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and changes.

27.5 In case, the Agreement does not get executed within 30 (thirty) days of acceptance of LOI, the Authority reserves the right to terminate the bidding process. In such a case

- the entire bid security submitted by the Selected Bidder shall be forfeited.
- 27.6 The contract may be terminated, if the service provider withdraws its tender after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual and or BID DOCUMENT obligations. And, Service Provider shall commence the proposed services within the 30 days of signing the agreement otherwise the contract could be terminated.
- 27.7 The Authority will notify the Bidders whose Bids have been unsuccessful through the procurement portal / website.
- 27.8 The agreement shall be executed between the TIA/Any other agency nominated by the Government being first party and the successful bidder being the second party.
- 27.9 In case the service provider fails or neglects or refuses to perform any of the covenants on his part herein contained, it shall be lawfully for the procuring entity to forfeit the amount deposited by the bidder as performance security and cancel the contract.
- 27.10 If at any time during the course of the contract, it is found that any information furnished by the service provider, either in the bid or otherwise is false, JKMSCL / NHM may put an end to the contract/agreement wholly.
- 27.11 The service provider shall not indulge in any activity of buying/selling/unauthorized removing/replacing with inferior quality, technology, specifications of any equipment/reagents/consumables/parts etc. with medical institutions under contract. If found so, suitable penalty up to the cost of the equipment, on each occasion shall be imposed and/or contract may be terminated.
- 27.12 Bankruptcy of the service provider : - In case the service provider at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring agency to put up an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

28. Performance Security

- 28.1 The service provider shall, for, due and faithful performance of its obligations during the Project duration furnish 5% of the total contract value as Performance Security by way of FDR/NEFT/RTGS issued by a Schedule Bank, in favour of JKMSCL / Any other Government nominated agency. The service provider shall provide the Performance Security before executing the Agreement. The Performance Security shall be furnished annually and its validity shall be extended subject to extension of the agreement period after the annual review.
- 28.2 Till such time the service provider provides the Performance Security, the Bid Security shall remain in full force and effect. The Performance Security shall remain in force and effect up till six (6) months after the expiry of the Agreement Period as defined in the Agreement. The Bid Security of the service provider shall be returned within 60

days of submission of the Performance Security.

- 28.3 Failure of the service provider to comply with the requirements shall constitute sufficient grounds for the nullification of the Agreement and forfeiture of the Bid Security.

29. Evaluation of Bids

29.1 The JKMSCL shall examine and evaluate the documents submitted as part of the Technical bid.

29.2 The JKMSCL shall form a Evaluation Committee as required at the time of evaluation of bids. The committee may also verify the authenticity of claims / documents submitted in respect of the experience, financial capacity, etc.

- i. The selection of the firm will be based on Quality-cum-Cost Based Selection (QCBS) criteria, where in 70% weightage shall be given to technical evaluation score based on the technical Bids submitted by the bidder while 30% of the weightage shall be given to the financial score based on the financial bids quoted by the bidder. The contract agreement shall be signed with the NHM-J&K/DHSJ/DHSK/ Any other nominated Government Agency and the bidder/Service Provider, subject to fulfillment of all conditions laid down in the tender document and the bidder/Service Provider fulfilling the eligibility criteria.

- ii. **Only those bidders whose technical Bids scored 60 and above will be qualified for opening of their respective Financial Bid.**

A. Technical Evaluation:

Bidder(s) meeting the said eligibility criteria will be shortlisted and their technical Bids will be further evaluated based on the following parameters. Bidder(s) scoring 60 and above in the Technical Evaluation will qualify further for the opening of their Financial Bids

Technical Evaluation Criteria				
S.No.	Parameters of Evaluation	Allocation of Marks		Maximum Marks
1.	Bidders should have completed / running at least 01 BEMMP project of State / UT Government with minimum Cumulative asset value of INR 345.00 crores <i>*In case of running project, the project should have been awarded by the Government Agency, Services have been commenced and running for atleast six months.</i>	Minimum Asset value of INR 345 crores	10 Marks	20 Marks
		For every additional INR 100 crores	01 Marks	
2.	The bidder should currently be employing on rolls, at least 75 biomedical engineers (BE)	75 BE & 225 Techn.	05Marks	10 Marks
		150 BE & 325 Techn.	07 Marks	

	(BE/B.Tech) and 225 Technicians (Techn.) (ITI / Diploma) across the country in BEMMP project	225 BE & 425 Techn.	10 Marks	
3	The bidder should have an average annual turnover of INR 75.00 crore during the last three financial years (2021-22, 2022-22, 2023-24)	Equal to 75.00 crores	05 Marks	10Marks
		For every additional 10.00 crores	01 marks	
4	The bidder should submit certificate of at least one BEMMP project under State / UT Government with minimum satisfactory equipment uptime	One project with minimum satisfactory uptime of above 98%	10 Marks	10 Marks
		One project with minimum satisfactory uptime greater than 95% but less than or equal to 98%	07 Marks	
		One project with minimum satisfactory uptime of greater than 90% but less than or equal to 95%	05 Marks	
		One project with minimum satisfactory uptime of greater than 85% but less than or equal to 90%	03 Marks	
		One project with minimum satisfactory uptime of Below or equal to 85%	00 Marks	
5	Bidder should have successfully handled at least 50000 numbers of Biomedical Equipment in Government Sector.	For 50,000 numbers of Equipment	10 Marks	15marks
		For every additional 25,000 numbers of Equipment	01 marks	
6	Bidder (Lead Partner in case of consortium) with ISO9001 and ISO 13485 Certification as on date of bid submission	Valid ISO 9001 and ISO 13485 Certification	05Marks	05marks
7	Bidder should have successfully completed / running the similar BEMMP project of the Government in other State/UT <i>* In case of running project, the project</i>	Minimum one State/UT	02 Marks	05 marks
		For every additional State/UT	01 Marks	

	<i>should have been awarded by the Government Agency, Services have been commenced and running for atleast six months.</i>			
8	Bidder(s) should have experience of running 24x7 x 365 toll free Call-Centre operation for at least three years of BEMMP project of Government with minimum 03 seat capacity	Call centre with minimum 03 seat capacity	05 Marks	10 Marks
		For every Additional 03 seats	01 marks	
9	Bidder should have experience of maintaining Hemodialysis Machine, CT Scan Machine & MRI Machine. (The count is cumulative and includes all the above mentioned machines).	For maintaining 75 machines	01 Marks	05 Marks
		For maintaining more than 250 machines	03 Marks	
		For maintaining more than 450 machines	05 Marks	
10	Technical presentation before Bid Evaluation Committee			10marks
10A	Project Management strategy			03 marks
10B	HR hiring, Training and shift scheduling			02 marks
10C	Live Demonstration of reporting Mechanism, Data Analysis and retrieval of data / reports in dashboard			03 Marks
10D	Grievances Redressal & Response management			02 arks

Minimum passing marks: 60

- a) The combined score of the technical and financial evaluation of the technically qualified bidders as per the eligibility criteria, shall be calculated as per the formula:

The weights given to the Technical (T) and Financial (P) Bids are:

$$T = 70\%$$

$$P = 30\%$$

Bids are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T =the weight given to the Technical Bid; P =the weight given to the Financial Bid) is as following:

The Combined Score (CS)= St x T% + Sf x P%.

For example:

Three bidder(s) A, B and C, have applied for a particular assignment. Technical score shall be arrived at by treating the marks of the bidder scoring the highest marks (assuming bidder A) in the technical evaluation as 100. The technical score of other bidders (B,C etc.) shall be computed using the formula:

Technical Score (St) = Marks of B / Marks of the Highest Scorer (Assumed bidder A) X 100.

Similarly, financial score of the bidders shall be arrived at taking the cost quoted by the L1 (Lowest bid quoted) bidder i.e., let the lowest quoted bidder be B, as 100. Marks of the other bidders shall be calculated using the formula:

Financial Score (Sf)= Cost of L1 Bidder / Cost quoted by Bidder X 100.

For example: Asset value is INR 100 crores

Bidder	Technical Evaluation Marks	Technical Score (Ts)	Financial Quote	Financial Score (Fs)	Combined Score (CS)= Ts*70%+Fs*30 %
A	95	$(95/95) * 100 = 100$	6.4% = Rs. 64000000	$(37000000 / 64000000) * 100 = 57.81$	$100*70% + 57.81*30% = 87.343$
B	85	$(85/95) * 100 = 89.47$	3.7% = Rs. 37000000	$(37000000 / 37000000) * 100 = 100$	$89.47*70% + 100*30% = 92.629$
C	90	$(90/95) * 100 = 94.73$	5.4% = Rs. 54000000	$(37000000 / 54000000) * 100 = 56.51$	$94.73*70% + 56.51*30% = 83.264$

Hence, bidder B, with the highest score of 92.629 becomes the successful bidder.

- b) In case of more than one bidder with equal highest score up to 3 decimals, then the bidder with the highest Financial Score, shall be declared as the successful bidder.
- c) In case, the successful bidder/service provider denies/fails to honor the contract agreement/Letter of Intent (LoI), the TIA shall be at the freedom to negotiate with the bidder, with the next highest combined score CS2, and CS3. (in this order), responsive bidders with their consent to enter in to an agreement with the TIA/ Government nominated agency.

- 29.3 The Financial Bid should be uploaded indicating the bid percentage of the asset value in both figures and words. In the event of any difference between figure and word, the Percentage (%) indicating in words shall be taken into account.
- 29.4 The Bid percentage shall constitute the sole criteria for evaluation of Financial Bids.
- 29.5 The Financial Bid should be inclusive of all applicable taxes.
- 29.6 **Escalation Clause:** The Bid Amount shall be annually escalated by 3% (Three percent) for each subsequent year. For the avoidance of doubt, if the Bid amount quoted by Bidder in the Financial Bid is Rs. 100, then for each subsequent year shall be increased

by Rs. 3 (i.e 3% of Rs. 100/original amount quoted by bidder in financial bid) as compared to the immediate preceding year. The first annual escalation shall be applicable on the first anniversary of the Final Commissioning Date as defined in the Agreement.

- 29.7 After selection, a Letter of Intent (the "LoI") shall be issued by the JKMSCL to the Selected Bidder.
- 29.8 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Notwithstanding anything contained in the BID DOCUMENT, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Bid. At any point in time during the bidding process, if required by the Authority, it is the Bidders responsibility to provide required evidence of their eligibility as per the terms of the BID DOCUMENT, to the satisfaction of the Authority. The Authority can verify the facts and figures quoted in the Bid.
- 29.9 Bids shall be deemed to be under consideration immediately after they are opened and until such time the JKMSCL makes official intimation of award/ rejection to the Bidders. While the bids are under consideration, the Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, JKMSCL and/ or their employees/ representatives on matters related to the Bids under consideration.

30. ARBITRATION

Governing Law:

The NIT is governed by and construed in accordance with the laws of the UT of Jammu and Kashmir and the laws of India as applicable to the UT of Jammu and Kashmir.

- 30.1 If dispute or difference of any kind shall arise between the procurer and the service provider firm/contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 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

30.3 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then the dispute shall be referred to Administrative Department, J&K for its reference to arbitration.

30.4 **Dispute Resolution:** Besides, as referred in BID DOCUMENT 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 competent authority (TIA/NHM/ Any other nominated Government Agency) who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The venue of the Arbitration shall be in the UT of Jammu and Kashmir.

30.5 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued i.e. Jammu & Kashmir.

30.6 **Applicable Law and Jurisdiction of Court:**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

31. Miscellaneous

31.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts in the UT of Jammu and Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.

31.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Bidder in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/

or

- iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

32. Compliance of Minimum Wages Act and other statutory requirements:

The Service Provider shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The Service Provider shall also comply with all other statutory provisions including but not limited to provisions regarding Health and Medical Education Department and Eligibility Criteria of human resources used by the Service Provider for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

In case the bidder fails to comply with the provisions of applicable laws and there by any financial or other liability arises on the Government by Court orders or otherwise, the bidder shall be fully responsible to compensate /indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations

33. Income Tax Deduction at Source

Income tax deduction at source or any other tax applicable shall be made at the prescribed rates from the Service Provider's bills. The deducted amount shall be reflected in the requisite form, which shall be issued at the end of the financial year. TDS deduction shall be made as applicable under rules.

34. Payment:

Payment shall be made by National Health Mission strictly as per the monthly reports submitted by the service provider duly attested by the end user department. The payment will be made on **monthly basis**, in view of the monthly verification reports to be submitted by considerable No. of Health facilities across J&K. The service provider will raise its invoice on completion of services during this period on monthly basis duly accompanied by evidences of services provided. And, upon submission of invoice along with duly verified service reports, **Penalty as applicable shall be deducted**. The Service provider shall also provide online software like dashboard etc. for verification of services. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

It is also clarified that the total inventory value is subject to change on the basis of addition of equipment or condemnation as decided by a committee appointed by the procurer, strictly based on individual equipment value declared.

35. Damages for Mishap/Injury:

The authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service Provider while performing duty in the procurer's/consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

36. Work Orders:

Work order shall be placed to the approved bidder only (not Agents / Suppliers / Distributors etc.) by JKMSCL, through e-mail / fax /registered / speed post. Date of

receipt of e-mail/ fax/ registration at post office, whichever is earlier, shall be treated as date of work order for calculating the period of execution of job orders.

36.1 Termination for default:

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

The right to cancel the work orders rests only with the Managing Director, JKMSCL / NHM.

37. Monitoring & Evaluation:

- a) Mission Director, NHM shall be Nodal Authority as well as funding agency for the project.
- b) Govt. of J&K/ JKMSCL reserves the right to constitute any mechanism for effective monitoring and the Service Provider shall be bound to comply with the directives with respect to the monitoring of the project.

38. Force Majeure:

- 38.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, actsof public enemy, civil commotion, sabotage, fires,

- floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 38.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within **twenty one days of occurrence of such event**. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 38.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force **Majeure for a period exceeding sixty days**, either party may at its option terminate the contract without any financial repercussion on either side.
- 38.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above subparagraphs.

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

Any person participating in a procurement process shall-

1. 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 other wise influence the procurement process;
2. Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
3. Not indulge in any collusion, bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;
4. Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process;
5. 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;
6. Not to obstruct any investigation or audit of a procurement process;
7. Disclose conflict of interest, if any; and
8. 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 (Previous transgressions with respect to BMEMP services are to be disclosed).

39.1 Conflict of Interest:

Bidders participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a 2nd 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 sub contractor, 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.
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.

40. **Grievance:** No Action on the letter head of the Bidder/firm regarding any complaints against the Corporation will be taken unless the letter head bears the signature of the Bidder or the Authority higher than the bid signatory of the firm.

- i. Any certificate/documents/information submitted by the Bidder if found to be false/forged/fabricated etc. then 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.

41. Appeal:

- a. In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission.
- b. If the officer designated as Arbitrator fails to dispose of the grievance filed within the period or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.

42. Appeal not to lie in certain cases:

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

- a. Determination of need of procurement;
- b. Provision limiting participation of Bidders in the Bid process;
- c. The decision of whether or not to enter into negotiations;
- d. Cancellation of a procurement process;
- e. Applicability of the provisions of confidentiality.

43. Form of Appeal:

- 43.1 An appeal under in the form as annexed alongwith as many copies as there are respondents in the appeal.
- 43.2 Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- 43.3 Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.

44. Fee for filling appeal:

- i. Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only), which shall be 50% refundable, when the case has been proven true.

- ii. The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

45. Procedure for disposal of appeal:

- i. Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- ii. On the date fixed for hearing, the Appellate Authority shall:
 - Hear all the parties to appeal present before him; and
 - Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- iv. The order passed under sub-clause (iii) above shall be placed on the J&K State e-Procurement portal www.jktenders.nic.in/ www.jkmsclbusiness.com.
- v. If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc., the bidder has to deposit Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft drawn in favor of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint is found to be false and mala-fide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head & bears the signature of the bidder or the authority higher than the bid signatory of the firm.

46. Saving Clauses:

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

The failure of 2nd party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:

- Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- Has informed the 1st party as soon as possible about the occurrence of such an event.

47. Responsibility of JKMSCL:

- a. JKMSCL shall provide appropriate assistance where required

- b. Arrange settlement of claims as the agreed terms in accordance with the provisions of the agreement.

Appendices

Formats for Bid Submission

Format 1

Covering Letter for Bid Submission (On the Letter Head of the Bidder or Lead Member In Case of Consortium)

Mr/Ms _____

Phone: Fax: _____
Email: _____
Date: _____

Sub: Bid for Biomedical Equipment Maintenance Services through Service Provider across Jammu and Kashmir that would be accessible through a 24-hour toll free number (Centralized Call Center).

Dear Sir/Madam,

With reference to your BID DOCUMENT dated _____ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

This statement is made for the express purpose of our selection as Bidder for the operation of the aforesaid Project.

I/ We shall make available to the Authority any additional information which may found to be necessary or required to supplement or authenticate the Bid.

I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we/ any of the Consortium Members or our/their associates have not been barred by the Government of Jammu and Kashmir, any other State/UT Government or Government of India from participating in any project, and the bar does not subsist as on the Bid Due Date,

I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the BID DOCUMENT.

I/ We believe that we/ our consortium satisfy(s) the financial criteria and meet(s) the requirements as specified in the BID DOCUMENT.

I/ We declare that we/ any member of the consortium, or our/ its associates are not a member of any other consortium submitting a Bid for the Project.

I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

I/ We understand that the Selected Bidder shall incorporate a Company under the Companies Act, 1956 prior to execution of the Agreement.

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

In the event of myself/ ourselves being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.

I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

I/ We agree and undertake to abide by all the terms and conditions of the BID DOCUMENT..

I/We shall keep this offer valid for 120 (one hundred and twenty days) from the Bid Due Date as specified in the BID DOCUMENT. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Bid Validity Date, on the request of the Authority.

I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or contract execution.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the BID DOCUMENT.

Date:

Place:

Yours faithfully,

(Signature of the Authorized signatory)

(Name & Designation of the Authorized signatory)

Name & Seal of the Bidder/ Lead Member

If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.

**Power of Attorney for Signing of Bid
(on Non - Judicial Stamp Paper of Rs 100 Duly Attested by Notary Public)**

Power of Attorney

Know all men by these present, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, _____ and _____ (please state the name and address of the members of the consortium) for "providing Biomedical Equipment Maintenance Services across Jammu and Kashmir (the "Project"), including signing and submission of all documents and providing information / responses to Department of Health & Medical Education/TIA, Government of Jammu and Kashmir, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till _____, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier.

(Name, Title and Address of the authorized representative)

_____ For _____ (Signature)

Accept _____ (Signature)

Note:

1. To be executed by the single entity or the Lead Member in case of a consortium.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executants should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney the delegation of power hereunder on behalf of the executants (s).
4. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

Power of Attorney for Lead Member of Consortium Power of Attorney

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

Whereas the Department of Health & Medical Education, Government of **Jammu and Kashmir** (the JKMSCL) has invited bids from interested parties for “providing Biomedical Equipment Maintenance Services across UT of **Jammu and Kashmir** for a specified Agreement Period.

Whereas, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) have formed a consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the (BID DOCUMENT, Agreement and other connected documents in respect of the Project, and Whereas, it is necessary under the BID DOCUMENT for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSET THAT:

We, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) do hereby designate M/s _____ (name along with address of the registered office) being one of the members of the Consortium, as the **Lead Member of the consortium**, to do on behalf of the consortium, all or any of the acts, deed or things necessary or incidental to the consortium’s bid for the Project, including submission of Bid, participating in conference, responding to queries, submission of information / documents and generally to represent the consortium in all its dealings with the Authority, or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and to all acts, deeds and things done by our aforesaid attorney. ^[1]_{SEP}

Dated this _____ day of _____ 2026__.

(Executants) (To be executed by all the members in the Consortium) Note:-

- 1.
- 2.
- 3.

NOTE

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also wherever required, the executants should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favor of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostle certificate

Affidavit (Non Conviction)

(To be furnished by the Bidder In case of consortium to be given separately by each member)(On Non - judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our Bid are true and correct.
2. The undersigned hereby certifies that M/s_____have not abandoned any work for the Government of Jammu and Kashmir or any other State / UT Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that M/s_____ have not been terminated on account of unsatisfactory performance or due to breach of agreed terms / debarred/blacklisted/convicted by Government of Jammu and Kashmir, or any other State/ UT Government or Government of India for any work.
4. The undersigned further certifies that
 - a) The M/s.....have/has not been convicted of any offence before any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Medical Education / TIA, Government of Jammu and Kashmir, to verify this statement or regarding competence and general reputation of M/s.....
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Health & Medical Education, Government of Jammu and Kashmir,

Signed by an authorized representation of Bidder.

Title of Officer

Name and Address of the Bidder

Anti-Collusion Certificate

(On the letter head of the single entity / each members of consortium)

Anti-Collusion Certificate

1. I/We hereby certify and confirm that in the preparation and submission of this Bid, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive or which is in contrary to the provisions laid down in the bid document in this regard..
2. I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Date thisDay of2026

Name of the Bidder.

Signature of the Authorized Representative

Name of the Authorized Representative

Note: To be executed by the each member, in case of a Consortium

Project Undertaking

(On the Letter head of the single entity/ Lead Member)
PROJECT UNDERTAKING

Date

To,

Phone: _____
Fax: _____
Email: _____
Date: _____

Sub: Bid providing "24 x 7" Maintenance Services through Service Provider in Health Facilities of Jammu and Kashmir.

Dear Sir/Madam,

We have read and understood the BID DOCUMENT in respect of the captioned Project provided to us by the Department of Health & Medical Education / TIA, Government of Jammu and Kashmir
We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unconditional in all respects and we agree to the contents, terms and conditions of the BID DOCUMENT and the Agreement, a draft of which also forms a part of the BID DOCUMENT provided to us.

Dated this.....Day of2026.

Name of the Bidder

Signature of the Authorized Representative Name of the Authorized Representative

Note: To be signed by the Authorized Representative of the Lead Member, in case of a consortium, eligible to submit the bid.

Format 7
Memorandum of Understanding (MOU) (For Consortium)

(To be executed on a non-judicial stamp paper of Rs. 500/- duly attested by notary

public) This Memorandum of Understanding (MoU) entered into this day of 202_ at ____

Among ____ (hereinafter referred as " __") and having office at (**Insert: Address**), India Party of the First Part

And

_____ (hereinafter referred as """) and having office at (**Insert : Address**), India Party of the Second Part

And

_____ (herein after referred as """) and having office at (**Insert: Address**), India Party of the Third Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS JKMSCL, has invited Technical Bid and Financial Bid from entities interested in "Providing 24 x 7 Biomedical Equipment Maintenance Services through Supplier across _____ that would be accessible through a 24-hour toll free number (Centralized Call Center), called the "Project" for a specified time period.

AND WHEREAS the Parties have had discussions for formation of a consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carryout all responsibilities as Bidder in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:
 - Party of the First Part shall be the **Lead member** of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the SPV (separate legal entity created by a parent company) shall become effective;
 - Party of the Second Part shall be the _____.
 - Party of the Third Part shall be the _____.
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of

the Tender document and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.

5. The Parties agree that the proportion of shareholding among the Parties in the SPV (separate legal entity created by a parent company) shall be as follows:

First Party:

Second Party:

Third Party:

6. The Parties commit that that the Members, including the Lead Member, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under this Tender document, shall hold at least 26(may be changed as per state government/UT/corporation/society procurement rules) (twenty six per cent) of the subscribed and paid up equity of the SPV and all other Members shall hold at least 10% (ten percent) (may be changed as per state government/UT/corporation/society procurement rules) each of the subscribed and paid up equity of the SPV for the entire Agreement period; provided that the Lead Member of the consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the consortium.
7. The Parties undertake that all the members of the consortium acknowledge and agree that they shall collectively, hold at least 51% (fifty one percent) (may be changed as per state government / corporation / society procurement rules) of the subscribed and paid up equity of the SPV at all times until the end of Agreement Period.
8. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.
9. That this MoU shall be governed in accordance with the laws of India and courts in J&K shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness where of the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name)

(Designation)

(Address)

Witness:

(Party of the second part)

(Party of the third part)

Important Note:

- i. The mode of execution of the MoU should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. Also wherever required, the executants(s) should submit for verification the extract of

the charter documents and documents such as resolution / Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

- iii. For a Memorandum of Understanding (MoU) executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the MoU is being executed. However, the MoU executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

Board Resolutions for Bidding Entities

Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____, and _____ (name and address of the consortium members) for joint submission of bids to the Jammu and Kashmir Medical Supplies Corporation Ltd. (a PSU of Govt. of Jammu and Kashmir), for “Providing Biomedical Equipment Maintenance Services for Health Facilities of Jammu and Kashmir called the “Project”.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (MoU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. (name), (designation) be and is hereby authorized to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favor of the Company as Lead Member.”

Format for Members

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with and (name and address of the Consortium members) for joint submission of bids to the Jammu and Kashmir Medical Supplies Corporation Ltd. (a PSU of Govt. of Jammu and Kashmir), for the Project”.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (MoU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. (name), (designation) be and is hereby authorized to enter into a MoU with the consortium members and execute a power of attorney in favor of ~~it~~ to act as the Lead Member.

Undertaking for Individual Members

On the Letter head of the Legal Entity

Format for Lead Member

I/We hereby agree to join the consortium with _____ and (name and address of the consortium members) for joint submission of bids to the Jammu and Kashmir Medical Supplies Corporation Ltd. (a PSU of Govt. of Jammu and Kashmir), for "Providing Biomedical Equipment Maintenance Services for Health Facilities of Jammu and Kashmir called the "Project".

I /We also approve the Memorandum of Understanding (MoU) to be entered into with the consortium partners.

I/We also authorize Mr. (name), (designation) to enter into a MoU with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favor of the Company as "Lead Member."

Format for Members

I/We _____ hereby agree to join the consortium with, and (name and address of the consortium members) for joint submission of bids to the Jammu and Kashmir Medical Supplies Corporation Ltd. (a PSU of Govt. of Jammu and Kashmir), for "Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider for Health Facilities of Jammu and Kashmir that would be accessible through a 24-hour toll free number (Centralized Call Center)", called the "Project".

I /We also approve the Memorandum of Understanding (MoU) to be entered into with the consortium partners.

I/We also authorize Mr. (name), (designation) to enter into a MoU with the consortium members and execute a Power of Attorney in favor of _____ to act as the Lead Member"

Note:

Each member of the consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.

INFORMATION REGARDING BIDDER

Details of Bidders:

Note: Details to be provided for the Bidder /Lead Member/each member of consortium (in case of consortium)

Details of Organization		
Name of Organization		
Type Legal Entity		
Year of Incorporation/registration		
Name of the Contracting Authority/Jurisdiction under which the Legal entity is incorporated or registered.		
Statute Legislation under which the Legal Entity is incorporated/registered		
Registration Number	Note 1	
Registered Address		
Correspondence Address & Head Office		
Does Memorandum of Association/Trust Deed/Articles of Association permit the organization to carry out the business of Medical Equipment Maintenance		Note 2
Number of years of operation in Medical Equipment Maintenance		
Relevant Qualification Details Years wise and State Wise.		Note 3
1.Statewise		
Name of the State/UT / Province/Hospitals where Medical Equipment Maintenance services are operational		
Years of experience in Medical Equipment Operations in the State/UT Hospitals.		
Current areas of operation-specify (Names of the Districts / Hospitals).		
Number of Service Centres		
Number and type of equipment repaired Through Service Centres		
Number of Centralized Call centers (CCCs) / Call centre operated. Number of seats in Call Centre (s)		Note 4
Location and address of the CCC / Call Centre.		
Average volume of daily calls received per CCC / call		Note 5
Certificate of Satisfactory Performance		Note 6

The Bidder should provide details of experience of only those Projects of “providing 24 x 7 Biomedical Equipment Maintenance Services through Supplier that would be accessible through a 24-hour toll free number (Centralized Call Centre).” which is undertaken by it under its own name / under the names of the consortium members. Experience of the Associate of the Bidder/ Consortium members will also be considered for eligibility under the Experience criteria.

The members, including the Lead Member, of the consortium whose experience is evaluated for the purposes of qualification under this tender, shall hold at least 51 % (fifty one percent) of the subscribed and paid up equity of the SPV for the entire term of Agreement, provided that the Lead Member of the consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the Consortium in the SPV.

Note 1: Please enclose Registration / Incorporation Certificates of the organization.

Note 2: Please enclose Memorandum & Articles of Association, by laws or Trust Deed or other relevant charter documents.

Note 3: The information shall be provided for each of the Financial Year. The Financial Year shall mean the accounting year followed by the Bidder in course of its normal business.

Note 4: The Bidder shall provide documentary evidence showing successful operations of CCC/call centre like computer generated call logs, alongwith seating capacityetc.

Note 5: The Bidder shall provide performance certificate from the concerned Government Tender Inviting Authority / Contracting Authority from the State/UT of the Country in which the Services as desired in Bid document are operational.

Details of Eligible Experience

The Bidder should provide the experience details of Bio Medical Equipment Maintenance Services. In case the Bidder(s) is a consortium, the information should be provided for each member (for whom the experience is claimed) as per the table below:

TABLE

Name of the Bidder	Number of BEMMP projects executed in State / UT	Details of the Project										Certificates		
		Name of the State/UT	Project Awarding Authority (Name, Desgn, emailid & Contact No.)	Order No & Date	Duration of the project	Start and completion/ running date of project	Cumulative Inventory Value	Number of Service Engineers employed	Number of Technicians employed	Call Center Location, Year of set up and seating capacity	Whether Call centre presently functional (Y/N). If N, year of closure	Reasons in case of non completion of contract	Was the contract completed satisfactorily (Yes / No)	Is ISO 9001 & 13485 from NABCB accredited bodies available. In case of Yes (Provide Copy)

(Signature)

Name of the Authorized person:
 Name of the Organization (bidder):
 Designation of the person:
 Address:

Note: The bidder(s) shall provide necessary documents in support of the information submitted including client certificates issued by the authorized officer.

ANNUAL TURNOVER STATEMENT

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

It is further certified that the Annual Turnover Statement has been prepared strictly as per returns filed with Taxation Department for the Financial year 2021-22 , 2022-23 and 2023-24 and shall be responsible, if any variation/ discrepancy is found during evaluation / laterstage.

Sl.No. Lakhs (Rs.)	Financial Years	Turnover in
1.	2022-23	
2.	2023-24	
3.	2024-25	
	Total Lakhs	_____
Average gross annual turnover Lakhs		_____

Note:

1. To be prepared strictly as per returns filed with the taxation department and 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 turnover certification.
4. The bid(s) not falling under the Annual Turnover clause shall be outrightly rejected.

Date
Signature of the bidder

Signature of Auditor/Seal

Chartered Accountant
(Name & Address.)
UDIN No. _____

Checklist for the bidders

Name of the Bidder (Sole Individual/Consortium): _____

Tender No:			
S. No.	Item	Whether included Yes/No	PageNo.
1	Detailed Bid describing the mode of implementation of the project, category and manpower details of the current on- roll employees, Equipments and facilities to be installed in the call centre, details of the web enabled software application etc.		
2	Covering Letter as per format 1		
3	Power of Attorney for signing the Bid as per format 2		
4	Power of Attorney for signing for lead member of consortium as per format 3 (Only in case of Consortium)		
5	Affidavit (Non conviction) as per format 4		
6	Anti-collusion certificate as per format 5		
7	Project Undertaking as format 6		
8	Memorandum of Understanding as per format 7		
9	Board resolution for bidding entities as per format 8 (only in case of Consortium)		
10	Understanding for individual members as per Format 9 (only in case of Consortium)		
11	Information regarding bidder as per Format 10		
12	Details of eligible experience as per Format 11		
13	Brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to Financial and technical obligations.		
14	Annual turnover statement for last three years certified by the auditor as per Format 12		
15	The documents such as work orders, performance reports, agreement from the user institutions proving that the bidder has experience in maintaining Biomedical Equipments at different State/UT		

16	List of Bio-Medical Engineers & Technicians (Number, Name, Address, Designation, Contact Number, Email ID, Project Name, States / UT where working, EPF Number, ESIC Number, Copy of EPF & ESIC Challan, date of Employment, Joining letter, Present Status).		
17	Details regarding number of Biomedical Equipments handled in Government sector (Name of the project, Work Order, Number & Date, Issuing Authority, Number of Biomedical equipments handled, e-Mail ID & Contact Number of Issuing Authority) Copies of the client certificate		
18	Details regarding BEMMP project with equipment uptime as sought in the bid document for Technical evaluation (Name of the project, Work Order, Number & Date, Issuing Authority, Satisfactory equipment uptime (Percentage), e-Mail ID & Contact Number of Issuing Authority) Copies of the client certificate clearly indicating equipment uptime in the project.		
19	Details regarding Machines listed at Technical Evaluation criteria section, S.No. 09 of the table. Shall submit client certificate(s) issued by the competent authority clearly mentioning these machines and their number (Hemodialysis, CT Scan & MRI Machine) being maintained in State / UT Government Institutions.		
20	Notary Attested registration documents proving the registration of the place of business and showing the details of partners / promoters / board of directors etc. (as applicable for the type of firm it is registered.) a. Memorandum of Association and Articles of Association / Incorporation Certificate. b. Proprietary Registration Certificate c. Partnership deed. d. Society Registration Certificate.		
21	Annual Report, Balance sheet, P&L Statement for Financial year 2021-22,2022-23and2023-24		
22	Notarized IT Returns for the Assessment Year2021- 22,2022-23 and 2023-24		

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Copy of Amendment published (if any)
Signed by the tenderer or the authorized
signatory.

FINANCIAL BID (BOQ)

For Uploading Rates

S.No	Description	Cost of Inventory	Percentage quoted against the Inventory value (inclusive of all Charges including toll tax, if any except GST) for the first year
1.	HIRING OF SERVICE PROVIDER FOR BIOMEDICAL EQUIPMENT MAINTENANCE	346.37 crores (Details mentioned below)	

Name of the Institution	Inventory cost
Director Health Services, Jammu	1103856919.00
Director Health Services, Kashmir	1598184022.48
GMC Rajouri	226928428.22
GMC Kathua	135329599.28
GMC Anantnag	326235457.10
GMC Handwara	24127547.80
GMC Doda	17215493.33
GMC Baramulla	24751675.17
GMC Udhampur	7106303.04
Total Amount (Inventory of equipments)	346,37,35,444.00

Note:-

1. The rate quote should be as per BOQ for per year basis.
2. Bid price should be quoted in terms of percentage of total inventory value of equipment as indicated.
3. Rate contract will not be limited to equipment/devices mentioned in the Bid document. Any existing/procured equipment after expiry of warranty/AMC/CMC during the rate contract period, the same equipment shall become the part of the contract after getting approval of the competent authority.
4. Read all the terms & conditions before filling the rates.
5. The actual amount payable shall be as per the actual quantity and inventory of the equipments installed in the hospitals on case-to-case basis.
6. However, the service provider shall be selected cumulative as per the laid down procedures of bid i.e Quality-cum-Cost Based Selection (QCBS) criteria as reflected at clause 29 of the bid document.
7. *GST as applicable shall be paid separately.*

Appendix-A

PREVENTIVE MAINTENANCE AND CALIBRATION FREQUENCY

S. No.	Name of the Equipment	Visits/ year
1	Arterial Blood Gas Analyser	4/year
2	Autoclave	4/year
3	Automated analyser for blood cultures	4/year
4	Automated coagulation analyser,	4/year
5	Bubble CPAP with compressor,	4/year
6	C arm with accessories	4/year
7	C.T. Scan Multi slice (64 SLICES)	4/year
8	Cardiac monitors	4/year
9	Chemiluminescence Immuno- assay	4/year
10	Dental chair (complete system)	4/year
11	Dialysis machine	4/year
12	Dialyzer reprocessing unit	4/year
13	Electrolyte analyser	4/year
14	Electrophoresis machine	4/year
15	ELISA Reader and Washer	4/year
16	Flow cytometer.	4/year
17	Fully automated Biochemistry analyser	4/year
18	Haematology analyser (5 Part/3 Part)	4/year
19	HPLC machine,	4/year
20	Infusion pump	4/year
21	Mammography unit	4/year
22	Multi para-Monitor	4/year
23	Phototherapy	4/year
24	Portable ultrasound	4/year
25	Radiant warmer,	4/year
26	Semi-automated Biochemistry analyser	4/year
27	Surgical diathermy - bipolar	4/year
28	Transport incubator,	4/year
29	Transport multi parameter monitor	4/year
30	Transport ventilator	4/year
31	Ultrasound machine	4/year
32	Colour Doppler and Echo	4/year
33	Ventilator-Adult, Paediatric and Neonatal	4/year
34	X-ray machine fixed (60 ma/ 100 ma/ 200 ma/ 300 ma/ 500 ma/ 850 ma/ 1000 ma	4/year
35	ACT machine,	4/year
36	100 M.A. X-ray machine (Mobile),	2/year
37	A-Scan Biometer,	2/year
38	Ambu bag (adult & paediatrics)	2/year
39	Applanation Tonometer	2/year
40	Auto- refractometer	2/year

41	B- Scan Biometer	2/year
42	Baby weighing scale -Digital,	2/year
43	Blood warmers	2/year
44	Bowl Sterilizers - Different Sizes,	2/year
45	BP Apparatus - Neonatal Cuff,	2/year
46	Centrifuge	2/year
47	Cryosurgery unit	2/year
48	CTG machine	2/year
49	CTG Monitor	2/year
50	Defibrillators	2/year
51	Ear & nasal Suction machine	2/year
52	EEG Machine	2/year
53	EMG machine	2/year
54	ESR analyser	2/year
55	Examination Light	2/year
56	Fetal Doppler	2/year
57	Flash Autoclave	2/year
58	Foetal Doppler	2/year
59	Fetoscope	2/year
60	Fundus Camera	2/year
61	Glucometer	2/year
62	Hba1C analyser	2/year
63	Hemoglobinometer	2/year
64	Hysteroscopy	2/year
65	ICU beds	2/year
66	Interferential therapy	2/year
67	Intermittent compression device for DVT	2/year
68	Irradiance Meter	2/year
69	Keratometer	2/year
70	Labour bed	2/year
71	Laryngoscope with 5 Blades (LED),	2/year
72	Laryngoscopes (LED)	2/year
73	Microcentrifuge	2/year
74	Microscope	2/year
75	Mortuary table (Stainless steel)	2/year
76	NCV machine	2/year
77	Nd Yag Laser	2/year
78	Nebulizer	2/year
79	Negative Ionizer/ air purifier,	2/year
80	Neonatal Resuscitation Equipment,	2/year
81	Nucleic Acid Amplification Test (NAAT)	2/year
82	OCT (Optical Coherence Tomography)	2/year
83	Operating Microscope	2/year
84	Ophthalmoscope- Direct,	2/year
85	Ophthalmoscope- Indirect with 20 D Lens	2/year
86	OT light	2/year

87	OT light - Ceiling Double Dome	2/year
88	OT Table	2/year
89	Otoscope	2/year
90	Oxygen Concentrator	2/year
91	Paediatric ICU Beds	2/year
92	Paediatrics Resuscitation Equipment	2/year
93	Phaco Machine	2/year
94	Portable LED Standing light	2/year
95	Pulse oximeter with Neonatal Wrap up	2/year
96	Punch biopsy gun	2/year
97	Real time Polymerase Chain Reaction	2/year
98	Slit lamp	2/year
99	Sphygmomanometer	2/year
100	Spiro meter	2/year
101	Streak retinoscope	2/year
102	Suction Machine (Electrical)	2/year
103	Suction machine (foot-operated)	2/year
104	Syringe pump,	2/year
105	TENS	2/year
106	Transcutaneous Bilirubinometer	2/year
107	Turbidimeter	2/year
108	Ultrasonic nebulizer	2/year
109	Ultrasound therapy	2/year
110	VEP machine	2/year
111	Arthroscope	2/year
112	Anaesthesia Work Station	2/Year
113	Weighing machines (Organs)	2/year
114	Bi-PAP/CPAP	2/year
115	Dental X-ray machine	2/year
116	ECG machine	2/year
117	Electric cautery	2/year

N.B- If the preventive maintenance and calibration schedule of any Equipment is not defined in Appendix-A, then the Service provider has to submit the frequency of Preventive Maintenance & Calibration required to be carried out for the same as per manufacturer recommendation and if manufacturer recommendation is not available, at least half yearly preventive maintenance and calibration frequency has to be recommended by the Service Provider.