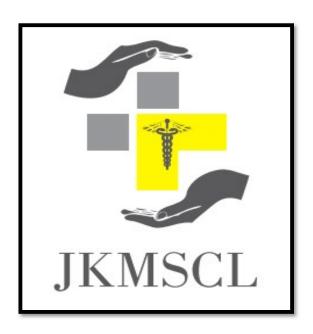
#### JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

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



# E-BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENTS

(REFERENCE NO: NIT/JKMSCL/M&E/2025/667 DATED: 23/07/2025

LAST DATE OF SUBMISSION OF ONLINE BIDS: 02-09-2025 upto 1600 hrs

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

# BIDDING DOCUMENT FOR PROCUMENT OFMACHINERY & EQUIPMENTS Table of Contents

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

# (To be submitted on letter head of Firm)

# **Bid Submission Letter**

(Declaration Form)

Sub: - Regarding Bid submission for NIT/JKMSCL/M&E/2025/667 DATED 23 -07-20	Sub: - Regarding	Bid submission	for NIT/JKMSCL	./M&E/2025	/667 DATED	23 -07-2025
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I/We(Name, Designation and Address of Bidder) having our
office at
all the terms & conditions of the bid document floated by JKMSCL and agree to
abide by all the terms & conditions set forth therein.
I/We declare that we are participating in this bid in the capacity of
(Manufacturer /Direct Importer/ Authorized representative of the
original manufacturer) I/We have enclosed all the requisite documents and are as per
the requirement of the NIT.
I/We further declare that the rates offered by us shall remain valid for the period
of 24 months extendable for a further period of three months and shall reduce the
rates, if the rates are reduced by us for any other buyer during this period within Union
of India. I/We have enclosed the documents as per details given in Annexure I of the
NIB and other documents asked in NIT.
We further undertake to abide by all the terms & conditions of the NIB.
Dated Name and signature of bidder with seal



#### JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

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

Tender No. NIT/JKMSCL/M&E/2025/667 Dated: 23 /07/2025

#### NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of "Machinery & Equipment" from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.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.
- <u>Bid Security</u> Rs. 1,00,000.00 in the form of FDR/CDR/BG/RTGS/NEFT (FDR/CDR from scheduled/Nationalised Bank / BG from Nationalised Bank) with validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. Firms which are registered as (Micro and Small Enterprise) MSEs Unit(s) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be considered for Exemption of bid security including tender fee of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs. 9000/- is to be paid by the MSE Unit(s) also.
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. <u>Under MSE category only manufacturers for goods and service providers for services are</u> eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.

- Sd/-Managing Director Jammu and Kashmir Medical Supplies Corporation Ltd.

- Note: 1. The bidders who opt to bid for multiple manufacturer for different items shall have to provide complete details of each manufacturers in a systemic way covering all documents asked in Cover-A. Separate sheet shall have to be attached for every individual item. Multiple manufacturers are not allowed for quoting the same item.
  - 2. Every participating supplier/contractor to mandatorily disclose the Bank account number which is linked with GSTIN at the time of bid submission. No payments shall be released by the Govt. Department/Agency to any other bank account except the one linked with the GST regarding number of the successful bidder"

#### JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

email:mdjkmscl2@gmail.com; gmjjkmscl@gmail.comwebsite: www.jkmsclbusIness.com

# BIDDING DOCUMENT FOR Procurement of Machinery & Equipment

Tender No.NIT/JKMSCL/M&E/2024/667 : 23-07-2025

Date of publication of e-bid : 23-07-2025

Start date and time for download of bid document : 23-07.2025 Last date and time for download of bid document : 02-09-2025 at 1600 hrs

Clarification start date : 23-07-2025 at 1100 hrs
Clarification end date : 04-08-2025 upto1400 hrs
Pre- bid conference : 04.08.2025 AT 11.00 A.M

. 04.08.2023 AT 11.00 A.M

(at Corporate Office, Jammu/Srinagar)

Google Code for Pre Bid Conferencehttps://meet.google.com/nvz-cnui-ixj

Start date and time for submission of online bids : 23-07-2025 at 1500 hrs

Last date and time for submission of online bids : 02-09-2025 at 1600 hrs

Date and time for online opening of technical bids : 04-09-2025 at 1100 hrs

Cost of tender document : Rs. 1000/-Tender Processing charges : Rs. 9000/-

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

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

#### Note: -

- 1. The bidder shall have to get themselves updated with the date & time fixed for Prebid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done with the recommendations of panel of technical experts drawn from the intending department after the approval of the competent authority. Bid should be submitted through e-portal <a href="www.jktenders.gov.in">www.jktenders.gov.in</a> after pre-bid meeting including all the clarifications/ modifications/ amendments.
- 2. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.

- 3. The JKMSCL is not bound to accept the lowest bid and may reject any/part thereof or all bids without assigning any reason thereof.
- 4. The bidders shall have to submit a **GST No. and valid 'GST'** clearance certificate/returns submitted from the taxation department and the 'PAN' issued by income tax department.
- 5. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change or modification in its formats. Bids submitted with changed or modified annexure/formats shall be rejected.
- 6. Information of award of contract shall be communicated to all participating bidders on the website www.jktenders.gov.in. www.jkmsclbuisness.com

#### Note: -

If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following pre-bid meeting or any other information, the same shall also be uploaded on the websites mentioned above and the bidders shall keep themselves updated by regularly visiting the website/jk portal.

### **Important Note:**

- 1. No representation shall be allowed, accepted and entertained after the Pre-bid meeting (i.e upto 4.00 P.M of Pre-bid date). Bidders are requested to submit their queries/clarifications by or before the date fixed (mentioned above), so that the same can be discussed and clarified during the Pre-bid meeting.
- 2. E mail id for Prebid queries (if any) : Prebid.jkmscl@gmail.com

#### TABLE-1

S.	Item	NAME OF THE EQUIPMENT	Average Annual turnover for last
No	Code		03 years
1	ME2518	Fully Automated Urine Analayzer.	05 Crore
2	ME2519	PCR Plate Centrifuge	05 Crore
3	ME2520	Real Time PCR Machine	05 Crore
4	ME2521	Pipettes (a). Adjustable Volume Single Channel, (b) Adjustable Volume Digital Multi-Channel, (c) Electronic Multichannel.	05 Crore
5	ME2522	Fine Analytical Balance	05 Crore
6	ME2523	Digital Flat Panel Fluro-Radiography (DRF) System (1000mA) with turnkey.	05 Crore
7	ME2524	Inverted Phase Contrast Microscope.	05 Crore
8	ME2525	Basic Autonomic Function Testing	05 Crore
9	ME2526	HRV System for Humans	05 Crore
10	ME2527	NGS (Next Generation Sequencing) Machine	05 Crore
11	ME2528	Tapestation Automated Analyzer	05 Crore
12	ME2529	Reserve Osmosis (RO) Plant .	05 Crore
13	ME2530	Ultra-Low Freezer 86C	05 Crore
14	ME2531	High performance Liquid Chromatography.	05 Crore
15	ME2532	HRV Machine (Advance Physiology Acquisition system)	05 Crore
16	ME2534	Air Purification System -(RT 537)	05 Crore
17	ME2535	Cyto Centrifuge -(RT 539)	05 Crore
18	ME2536	Biosafety Cabinet Class 2/Type A2, Size 6ft & Size 4 ft (RT 534)	05 Crore
19	ME2537	Intra-Aortic Balloon Pump (IABP) (RT546)	05 Crore
20.	ME2539	ECG Machine 12 Channel	05 Crore

The Average Annual Turn Over required for the above items pertaining to Group "Procurement of Machinery & Equipment" is mentioned above. Only the bid(s) falling under the category as specified under Annual Turnover is accepted. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected. Only manufacturer(s) or Importer(s) fulfilling the turnover clause shall be eligible to participate the e.bid. Important Note:

- 1. The catalogues/brochures of the item shall be submitted along with the EMD in separate envelopes, prior to submission of online bids. The catalogues/brochures pertaining to the equipment information should be signed by the authorized signatory of the manufacturer.
- 2. No minimum quantity is guaranteed and the bidder shall not claim any compensation from the Jammu & Kashmir Medical Supplies Corporation Ltd.
- 3. Financial Bids of only those bidders shall be considered for opening after being recommended by the Technical Experts, from the concerned Department, out of the bidders recommended by the subcommittee after evaluation of Technical Bids and acceptance of Technical Evaluation/Advisory Committee.
- 4. In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/ any other committee

constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and / or Policy for Blacklisting of JKMSCL.

#### DISCLAIMER

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

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

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

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

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

The procuring entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

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

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

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

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

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

Managing Director Jammu and Kashmir Medical Supplies Corporation Ltd

# **Section-I Instruction To Bidders (ITB)**

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

	may not be considered invalid:
Clause No.	Description
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading.
2.	Bid form must conform the terms & conditions of the bid documents and Technical Bid in Cover- 'A' & Financial Bid in Cover-'B' to be uploaded on <a href="https://www.jktenders.gov.in">www.jktenders.gov.in</a> . The receipt for cost of tender, tender processing fee and catalogues of the quoted items shall be submitted in the office of JKMSCL atleast one day prior to submission of online bids.
3.	It is expected from all bidders that CDR/FDR/BG in separate envelope shall be deposited with the authorised person of JKMSCL at reception against proper receipt from the concerned.
4.	Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5	Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document.
6	If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2478842; 191-3510489, 0194-2432008 or e-mail on gmkjkmscl1@gmail.com/jkmsclepm@gmail.com/gmjkmscl@gmail.com
7.	In case a bidder is given any assurance what so ever of being provided with any advantage in JKMSCL by anybody or if a bidder is directly or indirectly threatened of being put to some deliberate disadvantage in the bidding process & in the bidder's subsequent association/ working with JKMSCL, it is requested that the concerned must immediately inform about the same to the Managing Director, JKMSCL/G.M-J(Adm), JKMSCL in writing or through e-mail on gmjjkmscl@gmail.com. It is advised that evidence of such unfair activity of such person, if available, is produced along with the complaint, so that action can be taken against such a person(s) and that their details can be put on the website so that other bidders can be forewarned in this regard.
8	The Bidders shall have to submit a GST No. & GST clearance certificate/return submitted from the concerned commercial taxes officer and the 'PAN' issued by income tax department.

9	It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/formats shall out rightly be rejected.
10	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website <a href="https://www.jktenders.gov.in">www.jktenders.gov.in</a> Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately.
11	No firm/bidder/manufacture/importer shall provide/supply any of the product item at the rate contract /approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the Union Territory of J&K. In case any supply is made in violation to the said condition (or), the supplier/firm shall be liable to be penalised to the tune of 7.5% of order placed/blacklisting for a period not less than five years (or) both as deemed fit, to the competent/Tender Inviting Authority. However, JKMSCL can procure the items for any of the departments within /outside the Union Territory of J&K/after charging the administrative expenses.
12	The qualified bidders are required to submit the relevant documents and annexure uploaded with their e.bid in original along with catalogues at the time of issuance of LOI /execution of agreement before issuance of rate contract.
13	The bidder shall not under any circumstances quote "Zero" anywhere in the BOQ.
14	Important Instructions to bidders  The bidders shall have to abide the clauses/restrictions in terms of Rule 144 (xi) of the General Financial Rules (GFRs) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide No. F.No.6/18/2019-PDD dated 23.07.2020.  The bidders are required to submit a certificate/ declaration regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted and is found to be false, it will be a ground for immediate termination & further legal action in accordance with law. Bidders are required to go through the said order & Office Memorandum (s) for the necessary compliance  Model Certificate for tenders
	"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this border is not from such a country and is eligible to be considered."  Model Certificate for Tenders  "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fullfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the competent Authority shall be attached"

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

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

#### Section III: Evaluation and Qualification Criteria

#### 2. Qualification Criteria

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

	parameters, its financial capability and other factors are defined.
Clause No.	Description
1.	Contractual experience:-
	The bidder shall be an original manufacturer; direct importer; (or) authorised representative of the original manufacturer/direct importer, who must have manufactured/imported, supplied and installed such equipments in India satisfactorily. The list of such installations may be asked from the bidder and the bidder should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate).
2.	Technical experience:-
	Client Base on Letter Head of the Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer with references of the supply orders, for any of the three financial years in last five financial years along with satisfactory performance certificate of minimum one Purchase Order and installation report of Govt.  Institution (Copies of reference supply orders and satisfactory performance certificate need to be attached)
3.	Production capacity :
	The JKMSCL may fix the minimum supply and/ or production capacity required to assure that the bidder is capable of supplying the type, size and quantity of goods required. It should be dedicated quantity to JKMSCL on monthly and annual basis. Production capacity certificate be attached with uploaded document.
4.	Financial position:- The soundness of the bidders financial position showing long term profitability demonstrated through audited annual financial statement (balance sheet, income statement etc.) for last three years.
5.	Cash Flow capacity:  The bidder should have sufficient availability of/ access to liquid assets, lines of credit and other finances to meet the possible cash flow requirement which may arise during the execution of the rate contract.
6.	Litigation history:-
	The information regarding all pending claims, arbitration, or other litigation is asked by the JKMSCL
7.	Tax clearance certificates:-
	The Latest GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'GST' clearance certificate/return submitted online as per GST rules along with GST No. and the 'PAN' issued by concerned department.
8.	Declaration regarding qualifications :-
	Declaration regarding qualifications of the bidder shall be given in specified format provided in bidding forms.

# 1. Evaluation Criteria

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

# **Section IV: Bidding Forms**

# **Table of Contents**

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

# (Annexure I)

On Firm's letter head

# LIST OF ITEMS QUOTED IN THE BID

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

Seal & Signature (Authorised Signatory)

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

### **Managing Director**

Jammu & Kashmir Medical Supplies Corporation Ltd. J&K

We.	the	unde	rsigned	. decl	lare	that
,, ,	1110	Olive	13191100	, acc	<b>u</b> . <b>u</b>	11101

- 2. Our bid shall be valid for a period of minimum 120 working days from the date of technical bid opening in accordance with the bidding document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;
- 3. If our bid is accepted, we commit to submit a performance security in the amount of 5% of the contract price or as specified in bid document for the due performance of the contract;
- 4. Our firm, including authorised representative for any part of the contract, have nationalities from the eligible countries;
- 5. I/We are not participating, as bidders, in more than one bid in this bidding process, in the bidding document;
- 6. Our firm, its affiliates or subsidiaries, including authorised representative has not been debarred by the Union Govt/any State Government or the procuring entity.
- 7. I/We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- 8. I/We agree to permit the JKMSCL to ask any relevant documents. I/We shall be bound to provide the said relevant document within the specified period.
- 10. The bidder shall ensure that the bid document sheet shall be properly filled with particulars, page numbering and tender document should be properly numbered.
- 11. I/We certify that I/We have annexed the following documents with particulars & page No. mentioned against each column:

S. No	Item	Particular	Man	ufacture	er	
			M1	M2	M3	M4
1.	Bid security (as mentioned above)					
2.	Cost of Tender & Tender Processing charges					
3.	List of Items quoted by the Bidder mentioning name of manufacturer/ importer with make & model as per annexure.	Annexure I				
4	Copy of Catalogue of the Quoted product (self attested)					
5	Compliance Sheet for each equipment (self					

	attested)		
6	Technical bid submission sheet duly filled	Annexure II	
7	Financial bid (To be uploaded in BOQ only)	Annexure III	
8	Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Principal Manufacturer /	Annexure IV A	
9	Sole Importer/ Indian Subsidiary as per proforma duly notarised.  Declaration for Latest Non Conviction, non	Annexure IV B	
·	blacklisting on non judicial Stamp paper of Rs 100 furnished by the Bidder as per proforma duly notarised.		
10	Client Base on Letter Head of the Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer with references of the supply orders, for any of the three financial years in last five financial years along with satisfactory performance certificate of minimum one Purchase Order and installation report of Govt. Institution (Copies of reference supply orders and satisfactory performance certificate need	Annexure V	
11	to be attached)  Authorisation from principal manufacturer /	Annexure VI	
	Importer (On the letterhead of Principal manufacturer / Sole Importer) In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted (strictly as per annexure VI)		
12	Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24).  In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer.	Annexure VII	
13	Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant of the Importer/ Indian Subsidiary for 2021-22, 2022-23 & 2023-24 with UDIN.  In case of foreign manufacturer the balance sheets of Indian Subsidiary/Sole Importer only shall be considered		
14	Nature of the Firm/Public Company / Private	Annexure	
	Company/ Partnership/ Proprietorship/any other	VIII	

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

#### **Important Note**

- The bidders who opt to bid for multiple manufacturer for different items shall have to provide complete details of each manufacturers in a systemic way covering all documents asked in Annexure II. <u>Multiple manufacturers are not allowed for quoting</u> the same item.
- 2. Please Note the Annexure A"II" should be properly filled showing the page number when the asked document has been attached. All the documents attached with the technical bid should be properly page numbered.

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

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

Name	e/Addres	SS	 		 ,				
	-	capacity				ianat	tion).	 	 
		1 ,							
_		of Firm			- 0				
Date	d	Tel:	 	e-mail:	 				

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

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

- ii. JKMSCL may secure confirmation/or authenticating of such supplies from manufacturer/direct importer before releasing the payment.
- iii. No original manufacturer/direct importer shall be allowed to authorize more than one representatives to bid, to negotiate/to raise invoice or to receive payments & to enter into tripartite agreement with regard to business against this specific tender.
- iv. In case, original manufacturer/direct importer wish to authorise any representative to bid, to negotiate, to raise invoice to receive payments on behalf of original manufacturer/direct importer/against invoice raised by representative, <u>Annexure All</u> duly filled shall need to be uploaded alongwith e.bid; otherwise no representation in this matter shall be entertained in the later stage.

#### ITEM WISE FINANCIAL BID (BOQ)

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

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

S. No.		Description	Item Code	Unit	Qty	Currency type	Basic Equipment cost	for one unit	Packing & forwarding charges/freight insurance	charges	Indian Agency Commission for 1 unit in foreign	Custom Duty	SGST	CGST	IGST	Custom clearance in foreian	Total Amount including Taxes
1		2	3	4	5	6	7		8		9	10		11		12	13
]	Mair item	า เ															
2	Acc ories any	ess s, if															
3	Indic item any	an is, if															
5.	Opt al Item any	ns, if															
CMC Ist Ye	C for ear	CM( 2 <sup>nd</sup> )	C for Year	CMC for 3rd Year	or or	CMC for 4 <sup>th</sup> Year	or Ir	CN 5 <sup>th</sup>	IC for Year	•						To a C	otal mount IMC
14		15		16		17		18									

#### **Important Note:**

The Following Information is Mandatory to be submitted by the suppliers/contractors

Name of the bidder	Bank Name	A/C No. linked with GSTIN	IFSC CODE	BRANCH	STATE/UT

#### The following instructions shall be followed: -

- 1. The rate quote should be as per BOO.
- 2. CGST, SGST or IGST should be separately shown in absolute amount only.
- 3. Rate should be quoted only for packing units as mentioned in the bid
- 4. No quantity or cash discounts should be offered.
- 5. Read all the terms & conditions before filling the Annexure III.
- 6. Please quote rates in absolute amount only.
- 7. Please quote rates per unit only
- The bidder shall not under any circumstances quoted "Zero" anywhere in the BOQ.
- Finalization of the rates shall be made on the basis of price quoted in BOO
- 10. Custom duty, if applicable shall be indicated separately.
- 11. The final rates quoted at Column No. 13 shall be considered as final rates and shall be considered for evaluating financial bid. L1 rate shall be finalised on the basis rate

and taxes as applicable.

- 12. The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) i.e cost of main item + cost of Accessories + Indian items = Total cost of equipment.
- 13. The rates quoted for the <u>CMC (Comprehensive Maintenance Contract)</u> and <u>Optional items</u> shall not be considered for finalizing/deciding L1 rates.
- 14. Warranty of 05 years shall be applicable for Machinery and Two years of instruments.
- 15. The bidder may quote in foreign currency as per the BOQ uploaded in the e.portal on the following terms & conditions

#### (For Imported equipment)

80% payment shall be released in favour of supplies on presentation of Performa invoice and balance 20% after successful installation of machine. Bank Guarantee is not required for L.C Letter of credit would be opened subject to following additional conditions:

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

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

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

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

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

#### Declaration and Undertaking by the Bidder

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

1.	I/We	(Name	of firm)	certify	that	the	quoted	model	(of	quoted
	item) is of latest tec	hnology	y and is	not out	date	d.				

- 2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
- 3. I/We do hereby accept condition of warranty period with spare parts of each quoted equipment as per terms & conditions and/or technical specifications. (From the date of installation/ demonstration).
- I/We do hereby undertake that our company/firm has not been 4. (a) black listed/banned/debarred/Convicted by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
  - (b) I/We do hereby declare that our company/firm has been black listed/banned/debarred/convicted

by..... (Name, Address of Govt./dept./State) and detailed information is as given below:

- Cause of blacklisting/banning/debarring/conviction.
- (ii) For which item.....
- Period of black listing/banning/debarring/ conviction. (iii)
- (iv)Latest Status of black listing/banning/debarring/ conviction.
- 5. I/We hereby confirm that we have deposited all the GST/all applicable taxes as on date of submission of tender with the concerned authority/department. No GST/other taxes is due on the firm as on date of submission of tender.
- 6. I/we do hereby agree to the condition that JKMSCL may, if deemed fit go for the third party maintenance under Comprehensive equipment maintenance programme of Govt. of India.

#### **VERIFICATION & DECLARATION**

l/we	S/o	age
		_
	director of firm M/sts bidding for	
and other information submi	itted for bid no.	
	are true and cor	rect to the best
of my knowledge and nothir	ng has been concealed therein.	
,	crepancy/wrong declaration is found of	•
	eld personally responsible & JKMSCL may ring of my/our firm for a period not less th	
Place:-	Signature of the De	eponent

Dated:-Name:

Designation

#### **Annexure IV B**

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

	Date:	NIB No.:
I/We a legally constituted firm/body  address) and represented by Mr  Chairman) declare that I am/we are  the goods and related services for which I/we hav I/we further declare that:-  1. The items (Name of item) is/ are	(Name of Bidder/Sc (manufacture e bid.	ole proprietor/ CMD/ ers/direct importer) in
premises at	dress of factory & offic	ce).
<ol> <li>I/We do hereby accept condition of wa quoted item as per terms &amp; conditions or te installation/ demonstration).</li> </ol>		
<ul> <li>a. Our company/firm has not been been been been been been been bee</li></ul>		
b. Our company/firm has been black	ime, Address of Go	parred/ convicted by ovt./dept./State) and
(i) Cause of black listing/banning (ii) For which item(iii) Period of black listing/banning	g/debarring/ convict 	
(iv) Latest Status of black listing/b	•	
4. I/We hereby confirm that we have depo to the date of submission of tenders with t GST/other taxes is due on the firm as	he concerned auth	
<ol><li>We undertake that in case of change of providing preventive services and maintend the warranty period.</li></ol>		-
6. We fully qualify the laid down terms & condi	tions of the NIB includ	ding Turnover class.
VERIFICATION & DECLARATION  I/weS/o		aged years
residing at		d bidder/proprietor/ ad confirm that the exure VIII and other t to the best of my uring scrutiny at later
stages, I/We shall be held personally responsible blacklisting/debarring of my/our firm for a period new perio		any action including
Place :- Dated:-	Signature of the D Name : Designation	)eponent

Client Base (Item wise)						
On letter Head of Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer						
that our c Head of t references with satisfa report of G	lient base for the offer he Bidder / Manufactor of the supply orders, for ctory performance certi	red equipments are as u ure/Indian Subsidiary of F any of the three financial ficate of minimum one Pur reference supply orders a	) do hereby certify nder { Client Base on Letter Principal Manufacturer with years in last five years along chase Order and installation and satisfactory performance			
tem	Name of the Item	Client list	Reference to supply order			
Code						
verifiate 2. Firm sh 3. The diff 4. In case certific	ole from relevant docu ould have market stan ferent variants of same e of supply of importe ate and other informa ties including bill of en	ments of the bidder.  ding of the quoted prode equipment may be cored item(s), the suppliers tion to the effect that the	oove information should be uct as mentioned above. asidered. may be asked to furnish a e firm has completed all the action with import of the item			
Place: Date:		Sign	ature of bidder with Seal.			

# AUTHORISATION from principal manufacturer/importer/Indian Subsidiary

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

The Managing Director Jammu and Kashmir Medical Supplies Corporation Limited J&K
Subject: Regarding authorisation for our products.  Ref.: Your NIB nodated  Name of items
Dear Sirs,
I/we(Name) for M/S(Name of firm) who are proven and reputable manufacturers(Name of item) having factory at(Address of Factory and Office) hereby authorize M/S(Name of Bidder firm) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid documents/NIB for the above goods manufactured / imported by us.
I/we further confirm that no supplier or firm or individual other than M/S
general/special conditions of contract for the goods and services offered for supply by the above firm against this bid document.  I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm. In case of default of authorised representative (or) otherwise, we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm & penalty, if any, for non-execution of contract by the authorised representative shall be borne by us.  This authorization shall be valid till the completion of rate contract period and related services i.e. warranty and comprehensive maintenance obligations, etc., whichever is later.
Yours faithfully,
(Name & Signature) verification and signature by bidder For M/s Seal and address of bidder AUTHORISED SIGNATORY
Accepted by the authorized Bidder Mr(Signature, Name & Address)

# ((On letter head of Chartered Accountant))

# **ANNUAL TURN OVER STATEMENT**

and address	nual turnover of M/Sor the past three years are given be and correct:-	,
per returns filed wi	d that the Annual Turnover Statem ith Taxation Department for the ye le, if any variation/discrepancy is f	ear 2020-21, 2021-22 and 2022-23 and
SI. No.	Financial Years	Turnover in Lakhs (Rs.)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Total -	Lakhs
Average gross ar	nnual turnover	Lakhs
should be sup 2. The turnover sl 3. The Certificate over certificate 4. The Average "Procurement under the cate falling under the	ported with returns filed for the lass hould be supported by the balance issued by Taxation Departmention.  Annul Turn Over required for the of Machinery & Equipment" is as egory as specified under Annual The Annual Turnover clause shall be	ce sheets of the respective years.  It shall also be considered for turn  the item(s) pertaining to the Group is per Table 1. Only the bid(s) falling Turnover is accepted. The bid(s) not
Date	Signature of the bidder	Signature of Auditor/Seal Chartered Accountant (Name & Address.) Tel. No. UDIN NO.

# (On Firm's letter head)

# Memorandum of Appeal

	Appeal no of Before the(appellate authority)	
1.	Particulars of appellant:  (i) Name of the appellant:  (ii) Official address, if any:  (iii) Residential address:	
2.	Name and address of the respondent(s): (i) (ii) (iii)	
3.	Number and date of the order appealed against and name and designation of the officer/authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:	
4.	4. If the appellant proposes to be represented by a representative, the postal address of the representative:	name and
5.	5. Number of affidavits and documents enclosed with the appeal:	
6.	6. Ground of appeal:	
7.	7. Prayer:	
	emand Draft of Rsbearing No	dated
	Place Dated	

# Section V: Schedule of Supply

### **Table of Contents**

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

# **Section V: Schedule of Supply**

Clause No.	Description
1	List of goods and related services
1.1	Name of item
1.2	Related services are delivery, local transportation, installation, commissioning, demonstration and training etc.
1.3	Warranty period starts from the date of successful installation for a period of Five years.
1.4	JKMSCL may, if deemed fit, enter into third party agreement under comprehensive equipment maintenance programme, Govt. of India.
2	Delivery and completion schedule
2.1	SUPPLY ORDERS AND SUPPLY SCHEDULE:
2.1.1	Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of e mail/fax/other communication shall be treated as the date of order for calculating the period of execution of order. The successful bidder shall execute the orders within a delivery period of 60 days or as specified in the supply order from the date of issuing supply order and handing over of space with the availability of power & other requisite installations by the end users.
2.1.2	In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.
2.1.3	The successful bidder shall acknowledge the receipt of orders, if any, within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. However finalization of annual Rate contract does not mean mandatory issuance of supply order. Supply order shall be as per the requirements of items at various end-users.
2.1.4	The Site of delivery shall be Drug ware House of JKMSCL or as per the requirement of the Department. The bidders can visit the site after seeking permission from the competent authority before quoting their rates.
2.1.5	To ensure sustained supply without any interruption, the JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders on L1 matched rates only. In such a case, the requirement may be met by dividing be quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders.
2.1.6	The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders.
2.1.7	It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken,

	as argument for non-supply/delayed supply will not be entertained.
2.1.8	The figures indicated, if any, do not constitute any commitment on the part of JKMSCL to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
2.2	PROCURING ENTITY'S RIGHT TO VARY QUANTITY:
2.2.1	If the JKMSCL procures less than the quantity indicated in the bidding documents (if asked) the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
2.2.2	If the bidder fails to supply, the JKMSCL shall be free to arrange / procure the item(s) from other sources and the extra cost incurred shall be recovered from the supplier.
2.3	SUBMISSION OF CONTRACT COMPLETION REPORT
2.3.1	Firms shall have to submit consolidated statement in duplicate at the end of rate contract as well as after expiry of equipment / instrument warranty period (as provided in guarantee clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.2	The consignee shall intimate the contract /supplier about the defect (s) at once in such a manner, so as to reach the office of the firm immediately and before completion of warranty period. It shall be the responsibility of the consignee to get the complaint of warranty period. It shall be the responsibility of the consignee to get the complaint of defective equipment of defective performance registered immediately with the office of JKMSCL.
2.5	PACKING & INSURANCE:
2.5.1	The good shall be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
2.5.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its representative to verify any damage or loss discovered at the consignee's store, if it so likes.
2.5.3	The material received with damaged packing (or) without packing as per terms & conditions of NIT (or) in damaged state, shall be liable to the minimum penalty of 2% of the value of the damaged item (or) quantity received with damaged packing. Further packing, cases, containers and other allied material if any shall be supplied free, except where

_	
	otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.
2.5.4.	Packing specifications  Schedule for packing – General specifications  1. All items should be packed only in first hand boxes only.  2. Label: Every box should carry a large outer label clearly indicated that the product is for "JKMSCL Supply" for the year, "Not for Sale" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters.
	Note: The weight/size of the box for packing the item may vary for the safe delivery/installation of equipment. Any deviation in the packing, if necessary shall be made after getting permission from JKMSCL.
2.6	REJECTION OF GOODS:
2.6.1	Articles not as per specification/ or not approved shall be rejected by the corporation / consignee and will have to be replaced by the supplier firm at its own cost within 15 days or with time limit fixed by the corporation.
2.6.2	All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard/specifications/ samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents/specifications. The decision of JKMSCL as to the quality of stores is final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
2.6.3	The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned shall take reasonable care of such material upto 15 days from the date of intimation only but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises. In case firm fails to remove the items within fifteen days, JKMSCL shall have full right to get the said item(s) removed & destroyed at the cost & risk of supplier/bidder, without any further correspondence. The destroying charges as per the actual plus 1% penalty shall be deducted from any amount payable to the firm.
2.6.4	No payment shall be made for defective/incorrect items.
2.6.5	In case firm wants to take back item to their service station for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. In no case the defective equipment is allowed to be installed after rectification.
2.6.7	The bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.

### 2.7 Payment Terms (For items quoted in foreign currency)

### 2.7.1 For Payment through Letter of Credit (for imported items only)

Payment shall be considered to be made only on receipt of an agreement & performance security, where requisitioned and in the following manners:

In case of irrevocable Letter of Credit (for imported machinery & equipment, its parts, accessories & consumable etc. which are part of supply, installation & commission)

#### i. On shipment form abroad:

80% of the net FOR value shall be paid through irrevocable Letter of Credit established in favour of the suppliers by JKMSCL on a bank in the supplier's country, on submission of the documents specified in the Letter of Credit and further following documents:

- a. Supplier's certificate that the amount(s) shown in the invoice is/are correct in terms of the contract and that all the terms and conditions of the contract have been accepted and complied with.
- b. Supplier's certificate confirming that the original shipping documents have been dispatched to the consignee in accordance with the contract and
- c. Any other document specified in the notification of award or the contract.

### ii. On final acceptance after receipt of acceptance certificate:

- a. Balance 20% of the net F.O.R value (in case of foreign principals), shall be payable by JKMSCL on receipt of goods, on submission of claim supported by the acceptance certificate issued by the user department, mentioning therein the dates of receipt of goods, installation of the equipment and completion of minimum 30 days satisfactory & faultless functioning of the equipment/goods and also subject to other provisions of the agreement.
- b. The freight and insurance, if any, based on the production of the documentary evidence of the same shall be reimbursed by JKMSCL subject to the estimated amount as mentioned in the supply order/rate contract.
- iii. Rates quoted must be FOR stores of JKMSCL/site of installation of end user Department. All the statutory duties/taxes are to be paid by the approved supplier. However, same shall be reimbursed at actual on production of requisite documents from the competent authority. JKMSCL shall not be responsible for any demurrage charges on any grounds.

	In other case:	
	i. 100% after accepted delivery & submission of claim to procurement entity with all relevant shipping documents in case of consumables, spare parts whether Imported or Indigenous.	
	ii. 100% in case of goods required commissioning, installation, turnkey work and supply of Import Indigenous goods/equipments, on submission of claims procurement entity with all acceptance certificate issued by the user department in favour of supplier & countersigned by the supplier as per NIT mentioning therein the dates of recent of goods, installation of equipment and after completion of minimum 30 days satisfactory & faultless functioning of the equipment/goods and also subject to other provisions of the Agreement.  iii. In cases of imported goods the supplier shall also submit with their claims, the documentary evidences like bill of entry etc. or other documents issued by the custom department, Government of India for clearance of such imported goods supplied to the	
	JKMSCL.	
2.7.2	Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.	
2.7.3	Payment to the authorised representative shall be made as per the tripartite agreement with the Corporation i.e JKMSCL on the basis of Annexure All to e uploaded along with e.bid.	
2.7.4	No advance payments towards cost of items shall be made to the bidder.	
2.7.5	If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Managing Director JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. In case this reduction of rates comes to the knowledge of JKMSCL in later stage, additional payment made w.e.f of the details of rates shall be charged from the firm with 1.5% monthly interest from the date/till rates have been reduced besides action as desired fit by JKMSCL which may be debarring/any other penalty as per penalty clause.	
2.7.6	In case of any enhancement in taxes/duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional taxes/duty so levied shall be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in tax/ duty, the bidder should produce a letter from the concerned authorities for having paid additional tax/duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of taxes/duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price	

	to the extent of reduction of taxes/duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
2.7.7	In case of successful bidder has been enjoying exemption on any criteria, such bidder will not be allowed to claim taxes/duty at later point of time during the tenure of contract, if the taxes/ duty become chargeable on goods manufactured due to any reason.
2.7.8	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment shall be made / decided by JKMSCL. In that case, the firm has to inform JKMSCL immediately.
2.8	LIQUIDATED DAMAGES:
2.8.1	The time specified for delivery in the bid form shall be deemed to be the essence of the contract a nd the successful bidder shall arrange supplies within the period on receipt of order from the purchasing officers.
2.8.2	In case of extension in the delivery period with liquidated damages after the expiry of supply schedule (60 days for Indian items & 90 days for imported items) from the date of issuance of Purchase Orders), recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Total Penalty period shall be upto 60 days from the last day of supply period. Rest of the terms and conditions of SPP with regard to penalty clause shall remained unchanged.
2.8.3	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to Managing Director JKMSCL, J&K, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by corporation after sanction of extension in delivery period.
2.8.4	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without liquidated damage.
2.8.5	If the bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.  The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand,
	the recovery of such amount or sum due from the bidder shall be made

	from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
2.8.6	LD for damaged packing or loose packing equivalent to 2 % of the value of the products received with damaged packing or in loose packing or with packing not conforming to the terms and conditions, specified in the tender document.
2.9	RECOVERIES:-
2.9.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, action will be taken as per prevailing Acts/rules in J&K State.
2.9.2	Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.
2.9.3	Testing & Handling Charges: the testing and handling charges to the tune of 1.5% of total cost shall be deducted from the invoices raised by the approved bidder against the supply orders placed from time to time.
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#### 3. Technical Specifications:

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

#### General features:

- i. Bidders are requested to send printed descriptive literature/catalogue of the quoted items duly sealed by MD/Chairman/authorised signatory of the firm/bidder in the office of Jammu and Kashmir Medical Supplies Corporation Ltd. one day prior to last day of uploading of the bid. The catalogues along with compliance sheets should also be uploaded with the technical bid.
- ii. If bidder supplied to or have rate contract of quoted items with any other Govt. institutions within one year, he may be asked to provide copies of purchase orders, invoices and rate contract.
- 4) .Drawings if any to be attached with the technical bid.

5. Inspection and Tests

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

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

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

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

Clause	Description
No.	_ 555 <b>p</b>
1.	Definitions
	The following words and expressions shall have the meanings hereby
	assigned to them:
	'Act/Rules' means Acts & rules prevailing in J&K Union Territory in terms of
	procurement.  'Completion' Means the fulfilment of the supplies and Related Services by
	the supplier in accordance with the terms and conditions set forth in the
	contract.
	"Contract" Means the Agreement entered into between the procuring
	entity and supplier, together with the contract documents referred to
	therein, including all attachments, appendices, specifications and codes
	and all documents incorporated by reference therein.
	"Contract Documents" Means the documents listed in the agreement,
	including any amendments thereto.
	"Contract Price/Rate" Means the price payable to the supplier as specified in the agreement, subject to such additions and adjustments thereto or
	deductions there from, as may be made pursuant to the contract.
	"Day" Means calendar day.
	"Delivery" Means the transfer of the goods from the supplier to the
	procuring entity in accordance with the terms and conditions set forth in
	the contract.
	"GCC" Means the general conditions of rate contract.
	"SCC' Means the special conditions of rate contract".  "Goods" Means all of the commodities, raw material, machinery and
	equipment, documents, warrantees and /or other materials that the
	supplier is required to supply to the Procuring Entity under the Contract.
	"Procuring Entity" Means the entity purchasing the goods and related
	services, Managing Director Jammu and Kashmir Medical Supplies
	Corporation, J&K, or as specified in the special conditions of the contract
	(SCC).
	"Related Services" Means the services incidental to the supply of the
	goods, such insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of
	the supplier under the contract. "Subcontractor" Means any natural
	person, private or government entity, or a combination of the above,
	including its legal successors or permitted assigns, to whom any part of the
	goods to be supplied is subcontracted by the supplier.

	"Supplier" Means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the procuring entity and is named as such in the agreement, and includes the legal successors or permitted assigns of the supplier.  Authorised representative: Means the natural person, proprietor or Govt entity, duly authorised by the Managing Director/Prop/Chairman/Board of Director of original manufacturer/direct importer under their seal signatures duly notarized; to bid, negotiate, raise the invoice, receive the payment against the supplies made, enter into tripartite agreement within the Corporation i.e. JKMSCL, inter-alia.  Authorised signatory: Means the natural person authorised by the proprietor, Managing Director/Chairman/Board of Director of original manufacturer/direct importer under their seal signatures duly notarized to sign on behalf of the company.  "The Site" where applicable, means the place of delivery, installation, testing/ commissioning of the goods /equipment or machinery or as mentioned in the supply order.  "Consignee" Means the receiver of the stores as mentioned in supply order.
2.	General terms
2.1	Bids are invited from original manufacturers /direct importers/authorized representative of the original manufacturer/direct importer.
2.2	Bid shall have to uploaded as per schedule, to JK e-portal: www.jktenders.gov.in. At any time prior to the date of uploading of bid, bid inviting authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, bid inviting authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the bid inviting authority.
2.3	Supplies shall be made directly by the bidder to be called as "Supplier" after finalization of rate contract, and suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
2.4.1	Direct importer should authenticate import/sale license for the product quoted in the bid issued by the competent authority.
2.4.2	In case, the item/product is supplied through authorised representative, product manufacturing permission, import/sale license of the principal manufacturer (s) direct importer (s) shall have to be uploaded along with technical bid.
2.5	Bid shall be have to be loaded on e-portal i.e <a href="www.jktenders.gov.in">www.jktenders.gov.in</a> submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation, J&K

- 2.6 The bidder shall also submit the following documents and certificates along with the bid as per technical bid submission letter:-
  - (i) A combined undertaking/declaration regarding that the quoted item:
    - a. Model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else,
    - b. That the bidder is not black listed or banned or debarred by central or any state government or its append gages,
    - c. Availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation.

Note: Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of J&K or by any other State/Central Govt. and its agencies. This also applies to the bidder for its sister/allied firm(s)/unit(s).

(ii) The bidder, in case of representative of the manufacturer/direct importer shall submit fresh authorization of the manufacturer/direct importer duly authenticated and notarized.

#### PLEASE ALSO NOTE THAT: -

- (A)All attested documents must be submitted in English language. If the documents are not in English, translated version of the same, in English, duly signed and attested by authorized translator must be submitted along with copy of original document.
- (B) All the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/stored for supply.
- Financial Bid duly filled in (Annexure III/BOQ) giving the rates for quoted items should be uploaded through e portal <a href="https://www.jktenders.gov.in">www.jktenders.gov.in</a>. The rate should not be disclosed/uploaded in the technical bid. Rates uploaded along with technical bid shall means out rightly rejection of bid of the concerned person.
- 2.8 The required amounts towards cost of bid document and tender processing charges shall be deposited as mentioned at page 5, 01 day before the last date and time of bid submission.

All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the JKMSCL on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.

(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a

2.9

- power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the articles of association of the bidder company.
- (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Jammu and Kashmir Medical Supplies Corporation, J&K and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

### 3 BID SECURITY:

- (i) Bid shall have to be accompanied with a scanned copy of FDR/CDR/BG/NEFT/RTGS as bid security. The bid security shall have to be submitted before the opening of technical bid with a validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected.
- (ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:-
  - (a) the expiry of validity of bid security;
  - (b) the cancellation of the procurement process; or
  - (c) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- (iii) The bid security lying with the JKMSCL in respect of other bids awaiting approval or rejection or on account of contracts being completed, shall not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are reinvited for the same item.
- (vi) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned / debarred. Report with police station may also be filed against such bidder/his representative.

#### 4 FORFEITURE OF BID SECURITY: -

The bid security shall be forfeited if:

- (i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,
- (ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder),
- (iii) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement,
- (iv) The bidder fails to commence the supply of the items as per supply

- order within the time prescribed,
- (v) The bidder fails to submit samples/demonstration of quoted item on demand
- (vi) The bidder violates any of the terms & conditions of the bid document.

#### **5 WARRANTY CLAUSE:-**

- auarantee that the subiect (i) The bidder would matter procurement would continue to conform to the description and quality as per technical specifications and performs as per descriptions, from the date of delivery/installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the warranty period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.
- (ii) The bidder shall, during the warranty period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment/ordered items operative.
- (iii) In case of the machinery or equipment/ordered items, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall have to ensure that consumables required for the maintenance of machine/equipment are being supplied free of cost during warranty period. The adequate regular supply of spare parts and consumables per incident for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise shall be ensured. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment. In case, item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Jammu and Kashmir Medical Supplies Corporation, J&K along with interest to the tune of

1.5% per month from the date of release of payment. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test / inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.

#### 6 MARKING

All items and accessories supplied should bear marking "JKMSCL SUPPLY (<u>DD/MM/YYYY</u>) engraved or non removable material) "NOT FOR SALE" or as mentioned in supply order in English, without which the supply will not be entertained. JKMSCL may ask change in art work to be printed on the item at any stage of the contract.



#### JKMSCL SUPPLY (**DD/MM/YYYY**) NOT FOR SALE

#### 7 COMPARISON OF RATES:

- (i) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire period of contract.
- (ii) Consignee may be located at a district headquarter (except equipment/ machinery requiring installation and commissioning, the place may be any other station) or as directed by Jammu and Kashmir Medical Supplies Corporation Limited, J&K and the rates must be quoted accordingly. No cartage or transportation charges shall be payable.
- (iv) The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement.
- (v) In the event of any subsequent variation (increase or decrease) in the rate of GST or any other taxes by the government (state /UT or central), the same will be admissible accordingly.
- (vi) If the rates of item quoted are found same from two for more bidders, then the bidders shall be asked to submit revised financial bid, containing reduced rates within given time by Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited, J&K.
- (vii) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc.

	will not be entertained later on any account.	
	(viii) No part of the bid document should be detached / deleted.	
8	SUBMISSION OF SAMPLES/CATALOGUES AND DEMONSTRATION	
	(i) Catalogues/samples of the quoted item(s) must be sent free of cost to JKMSCL even though the specifications or description etc. are mentioned in the bid form are complied.	
	(ii) Samples of items(s) should be collected back from the JKMSCL, J&K within 15 days from the date of finalization of list of successful bidder/demonstration of product before the expert panel. The corporation shall not be responsible for any damage, wear and tear or loss during the course of testing / examination, etc. The corporation may retain the sample of approved item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear and tear or loss in this period. The corporation shall not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation.	
	(iii) The bidder may be asked to demonstrate the technique, procedure and utility of item as per specifications given in the bid document before the technical committee constituted by the Corporation for the purpose. In case of heavy equipment, the demonstration may be carried out at the nearby place where the equipment has been installed by the bidder. In that case, the decision of the technical committee shall be final. The firm shall keep ready the quoted item and arrange all logistics within the time frame as and when asked by the JKMSCL. After the due date, no request of the bidder/firm shall be entertained for demonstration.	
	<ul> <li>(iv) Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below: <ul> <li>a. Name and full address of the firm</li> <li>b. Catalogue no. and name of the item</li> <li>c. Name of section</li> <li>d. Name of manufacturer</li> <li>e. Brand</li> </ul> </li> </ul>	
	(v) No change in marking on sample will be allowed after the submission of the sample.	
9	PERFORMANCE SECURITY (P.S.) AND AGREEMENT:	
	(i) The successful bidder shall submit the original copy of Bid document signed on each page <b>at the time of agreement</b> . However, while uploading the technical bid, only the declaration regarding acceptance of terms & conditions shall be uploaded.	
	(ii) The period of rate contract shall be 24 months from the date of issuance of rate contract. The Managing Director IKMSCL care	

issuance of rate contract. The Managing Director, JKMSCL can

- extend the original rate contract subject to original terms and conditions for a period deemed fit by them, but not exceeding three months, for which the bidder shall abide.
- (iii) Successful bidders, whose offers are accepted, shall have to deposit performance security @ 5% of the value of the supply order in favour of Chief Accounts Officer, JKMSCL within 15 days from the date of issuance of letter of intent. The performance security shall be deposited in the form of FDR/CDR/B.G (Bank Guarantee)/NEFT/RTGS. However, the bank guarantee shall be for a validity period i.e (sixty six) 66 months from the date of installation of the equipment.
- (iv) In case of successful bidder(s), the amount of bid security shall be adjusted for performance security for the supply order placed to the firms/bidders. The amount of performance security, if exceeds the bid security, it shall be deposited by the firm against the supply orders issued from time to time.
- (v) The firm may submit bank guarantee issued by any scheduled/nationalised bank. The minimum validity of bank guarantee should be six months after completion of warranty period for the item.
- (vi) The Performance Security: The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The payment shall not be released against supplies untill the additional Performance Security due is deposited by the supplier or additional.
- (vii) The performance security shall be refunded after six months after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder subject to warranty provisions.
- (viii) It is to be noted that earlier year's bid security and performance security, even if lying in the JKMSCL shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited. The JKMSCL shall pay no interest on bid security or performance security amount.
- (ix) Successful bidders shall have to execute an agreement on a Non-Judicial stamp paper of an amount mentioned in the offer letter, in the prescribed form with the JKMSCL and deposit performance security within 30 days from the date of acceptance of the bid is communicated to him. However, Managing Director JKMSCL, J&K may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of contract under this agreement shall be for a period as mentioned.
- (x) The bidder shall furnish the following documents at the time of execution of agreement:-
  - (i) Attested copy of partnership deed in case of partnership firms.
  - (ii) Registration number and year of registration, in case

partnership firm is registered with registrar of firms;

- (xi) Address of residence and office, telephone numbers, in case of sole proprietorship with:
  - (i) Registration issued by registrar of companies under Registrar of companies Act 1956, in case of company.
- (xiv) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by JKMSCL, J&K and decision of Managing Director JKMSCL J&K shall be final.
- (xv) The rate contract can be repudiate/rejected at any time by the Managing Director JKMSCL, J&K if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Managing Director JKMSCL, J&K may terminate the agreement of contract at any time without notice/intimation to the successful bidder.

#### 11 SUPPLY ORDERS:

- (i) Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of letter of communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 60 days or as specified in the supply order.
- (ii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision.
- (iii) In case of imported items, 30 days shall be given in addition to above mentioned period,
- (iv) Except, for equipments / machinery, which requires installation / commissioning, all other supplies shall have to be to FOR district drug warehouse only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be JKMSCL.
- (v) To ensure sustained supply without any interruption, the Managing Director, JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders as matched L1 supplied at matched L1 rates. In such a case, the requirement may be met by dividing be quantity among the rate contract holders considering the quantity required and dedicated capacity of the successful bidders.
- (vi) The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders.
- (vi) It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the

	to	rospect of availability and requirement. Any of the above points if aken, as argument for non-supply/delayed supply will not be ntertained.
12	SUBA	MISSION OF CONTRACT COMPLETION REPORT
12.1	Firms shall have to submit consolidated statement in duplicate at the end crate contract well as after expiry of equipment / instrument warranty period (as provided in warranty clause of the contract) to enable JKMSCL to examine the case for refund of performance security.	
12.2	The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/representative with copy to JKMSCL for further follow up	
13	LIQUI	DATED DAMAGES:
	l.	The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
	11.	In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Delay beyond 120 (for Indian products) and 180 days (for imported products) shall be made with the consent of the TIA subject to imposition of penalty @20%.
	III.	Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days.
	IV.	Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
	V.	The maximum amount of agreed liquidated damage shall be 20%.
	VI.	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D., JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL.
	VII.	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.
	VIII.	If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approval

from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).

- IX. If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval from JKMSCL. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder. The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
- X. In case of wrong quoting, (or) if successful bidder refuses (or) fails to execute the supplies on the basis of wrong quoting of rates, the bidder shall be penalized with forfeiting of amount equivalent to the Performance security for the said product (or) debarring/ blacklisting of firm for that particular product(s) for a period not less than 02 years (or) both as deemed fit by TIA i.e. MD, JKMSCL.
- (i) JKMSCL shall procure the machinery & equipment for the Health & Medical Education Institutes of UT of J&K inter-alia.
  - (ii) The funds shall be transferred to JKMSCL with indent form and supply orders shall be placed by JKMSCL to suppliers.

#### 15 RECOVERIES

(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinary be made from bills. Such amount

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

#### 16 INSPECTION:-

- (i) The equipments supplied shall be according to specifications provided at Section IV (3) schedule of supply and may be inspected by the technical panel/team constituted for the purpose by JKMSCL deemed fit on the site of manufacturer (in case of Indian manufacturer)/importer (importer site). The manufacturer/importer shall facilitate the demonstration of the said machine/equipment/on the site only. After the receipt of "Certificate of satisfaction" from the technical panel, the supply order shall placed. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The machine/equipment shall be further inspected at the time of installation/commissioning at site i.e the end user site. The supplier shall provide all facilities for inspection/testing free of cost.
- (ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his representative may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.
- (iii) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the JKMSCL, J&K within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection / testing charges, if any, shall be borne by the supplier.
- (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval.

(v) In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.

#### 17 **PACKING AND INSURANCE**

- (i) The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
- (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its representative to verify any damage or loss discovered at the consignee's store, if it so likes.
- (iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the JKMSCL and the same shall not be returned to him.

## 18 REJECTION

- (i) Articles not as per specifications/or not approved shall be rejected by the JKMSCL and will have to be replaced by the supplier firm at his own cost within 15 days or as time limit fixed by the JKMSCL.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of Managing Director JKMSCL as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (iv) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed

to remove the material without prior replacement (provided firm has performance security as per condition No. 18). Joint inspection of defective material may be carried out as required by the JKMSCL. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.

(v) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.

The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.

#### 19. CORRECTION OF ARITHMETIC ERRORS

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

#### 20 PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

- (i) The quantity of equipments and instruments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- (ii) If the Managing Director JKMSCL J&K procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (i) If the Bidder fails to supply the Managing Director JKMSCL J&K shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.

#### 21. PARALLEL RATE CONTRACT

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

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

- (ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be flowed in case of L-3, L-4, etc.
- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the bid and all provisions of the bid document applicable to L-1 rate bidder will apply to the matched L-1 supplier.
- (xi) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify JKMSCL, without any protest or demur, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due / payable to the supplier.
- (xii) Parallel rate contract may be concluded as described above during any time / currency of rate contract subject to matching of L-1 rates, price fall clause and on same terms and conditions.

#### 22 VALIDITY OF BID:

Bids shall be valid for a minimum period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.

#### PRICE ESCALATION:

Price escalation or price variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.

#### 24 SUBLETTING OF CONTRACT:

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

#### 25 FALL CLAUSE:-

(i) The prices under contract shall be subject to price fall clause. The prices

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charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract anywhere in India. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the JKMSCL, J&K and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the contract holder quotes/reduces its price to render similar goods at a price lower than the contract price to anyone in the State /UT of India at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.

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

# 26 COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:

Any person participating in a procurement process shall-

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

#### **Conflict of Interest:**

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

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

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- e. The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
- f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or services that are the subject of the bid; or bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in charge/consultant for the contract.

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

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All correspondence in this connection should be addressed to the Managing Director JKMSCL, J&K. Technical questions should be referred to the Managing Director JKMSCL, J&K direct by correspondence or by personal contact.

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- (i) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.
- (ii) Supplier may be disqualified, banned or suspended from business during the rate contract if:
  - (a) fails to execute a contract or fails to execute it satisfactorily;
  - (b) no longer has the technical staff or equipment considered necessary;
  - (c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;
  - (d) The firm is suspected to be doubtful loyalty to state.
  - (e) The State Bureau of Investigation (SBI) or any other Investigating agency recommends such a course in respect of a case under investigation.

	(f) Managing Director JKMSCL, J&K is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.	
29	No action on the letter head of the bidder /firm regarding any complaints against the JKMSCL will be considered unless the letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.	
30	(i) If any certificate/documents/information submitted by the bidder found to be false/ forged/ fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.	
	(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.	
31	The JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.	
32	GRIEVANCE	
	<b>Grievance</b> regarding interpretation of any clause of the contract/agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification.	
33	ARBITRATION	
	33.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the Union Territory of Jammu and Kashmir and the laws of India as applicable to the Union Territory of Jammu and Kashmir.	
	33.1.1 Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or	
	termination (collectively "dispute") by giving a written notice to the other party, which shall contain	
	the other party, which shall contain  i. a description of the dispute ii. the ground for such dispute iii. all written material in support of its claim  33.1.2 The other party shall, within thirty days of issuance of dispute notice issued, furnish:  I. Counter claim and defences, if any, regarding the dispute; and	
	i. a description of the dispute ii. the ground for such dispute iii. all written material in support of its claim  33.1.2 The other party shall, within thirty days of issuance of dispute notice issued, furnish:  I. Counter claim and defences, if any, regarding the	

para 29.1.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.  Dispute Resolution: Besides, as referred above may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Administrative Department H&ME, who will, through Law Department, appoint a senior most officer as sole Arbitrator, of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be in the UT of Jammu and Kashmir.  Note: - Small grievances regarding interpretation of any clause of the Contract / Agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification and such interpretation(s) given shall not become subject matter for reference to Arbitration
The JKMSCL will have the right of rejection of all or any of the bids without assigning any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in Table I is also reserved by the Managing Director JKMSCL, J&K
Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
The bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in toto. The Signing of Annexure A1 shall be treated as acceptance of all the terms and conditions of the bid document.
The Managing Director JKMSCL, J&K may relax or change/ modification in terms and conditions in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from Purchase committee of Managing Director JKMSCL, J&K as the case may be.
<b>JURISDICTION:-</b> All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in J&K only.

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

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

Clause No.	Particulars
1.	Technical details, bid security, tender cost, tender processing fee and all other required documents should be uploaded under <b>Cover</b> "A" <b>Technical Bid</b> and financial details (BOQ) should be uploaded under <b>Cover</b> "B". No document except financial instrument (DD/FDR) & catalogues of the bid items shall be entertained physically by the Corporation.
2.	Pre-requisite, if any, for installation, including UPS, computer, printer, and other items should be provided by the firm in technical bid and financial bid respectively.
3.	Firm shall provide comprehensive maintenance with spare parts for item(s), as mentioned in Technical specification (from the date of installation / demonstration).
4.	Conditional bids shall not be considered.
5.	Normally, payment shall be released after installation, demonstration and successful commissioning of equipment/ITEM and satisfactory operational training.
6.	All certificates should be valid on the date of submission of bids and issue of supply order.
7.	The bidder should have well equipped local service centre in India preferably in J&K.
8.	i. The bidder shall be a manufacturer/direct importer/authorised representative of the original manufacturer/importer who must have manufactured/ imported and supplied and installed this equipment(s) in India satisfactorily.
	ii. The merger / amalgamation / transfer of business / transfer of assets etc. of a firm affects the bid condition relating to 'past performance' in preceding years. In cases where bidder acquired an ongoing business or assets of another entity, eligibility in respect of the past performance and condition relating to minimum turn over in preceding years shall be decided based on specific mention in purchase and transfer of ownership agreement / agreement of sale of business and / or its assets / board of directors (B.O.D) resolution chartered accountant certification or any other document (s) in this regard, which the bidder shall have to submit preferably with the bid. The eligibility of a bidder in this regard shall be ascertained by the purchase committee on the basis of the above stated agreement or any other document(s) and the decision of purchase committee shall be final.

9.	The name, make, model and brand of equipments, which are offered, should be mentioned in against each item. Mere indication of English/USA/Indian will not serve the purpose.
10.	In the case of supply of imported item the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the item in question.
11.	In case the item approved by the JKMSCL is procured by any other department on the rate contract of JKMSCL, the administrative charges to the extent of 5% of the invoice value shall be deposited by the approved firm or else, the firm/supplier shall be liable to be penalised which may lead to blacklisting/debarring from entering into the tender process for not less than 05 years by JKMSCL besides forfeiture of earnest money or any other action as deemed fit by the Managing Director, JKMSCL.
13	The Supplier/service providing firm shall be liable to pay a <b>penalty of Rupees five thousand per day</b> , if the firm didn't respond after 48 hours from the time of receiving first complaint. The complaint may be sent to firm by way of telephone /fax/letter or e-mail. The amount of liquidation damage shall be directly deducted from the security deposit of the firm at the time of refund or before by way of any adjustment order. All breakdown calls to be attended within 24 hrs at (within city limits) and 48 hrs for other districts/peripheral areas otherwise the penalty shall be imposed as per penalty clause.
14	In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/any other committee constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and / or Policy for Blacklisting of JKMSCL

**APPLICABILITY OF CLAUSES: -** All the clauses from 1 to 38 of general terms and conditions and from 1 to 14 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.

Managing Director Jammu and Kashmir Medical Supplies Corporation Limited

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

Signature of bid with seal

# Section VI C: Contract Forms (CF)

Table of contents

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

#### (On Letter Head of the Bidder)

#### **DECLARATION**

I/We M/s represented by its
Proprietor/managing Partner/Managing Director having its Registered Office at
and its Factory Premises at
do declare that I/we have carefully read all the
conditions of bid no Datedincluding all the amendments in
Ref for supply cum rate contract of Item
name for Jammu and Kashmir Medical Supplies Corporation Ltd. for
the year 2022-23 and accepts all conditions of bid including amendments, if
any.

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

Signature & Seal of bidder Name & Address:

#### Format-Authorized Representative of Original Manufacturer/Direct Importer

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

The Managing Director,
Jammu & Kashmir Medical Supplies Corporation Ltd.
J&K
Dear Sir,
We who are established and reputed manufacturers of having factories at Registered office at possessing manufacturing license No.
Address of Representative) to submit a bid and subsequently negotiate with you against the above mentioned tender, subject to the condition that I/we, the original manufacturer/direct Importer of the bidding items and our authorized representative are ready to execute Tripartite agreement with the Corporation i.e
JKMSCL stating inter-alia that:-
<ol> <li>The invoice submitted by the authorised representative for such supplies shall be endorsed by me /us i.e. the original Manufacturer/Direct Importer of bidding items and original copy of the delivery challan of Manufacturer's towards authorised representative for such supplies shall also be endorsed along with invoice submitted by our Authorized Representative.</li> <li>JKMSCL may secure an e-mail /alternative confirmation for authenticity of such supplies from Manufacturer/Direct Importer, before releasing the payment, which we are committed to provide.</li> <li>The payment shall however be released on the terms and conditions of tripartite agreement to be signed between JKMSCL, Original Manufacturer / Direct Importer and the authorized representative of Original Manufacturer / Direct Importer of the bidding items for such supplies made by the authorized representative, on behalf of me / us.</li> <li>In case of change of Dealership we shall be responsible for providing after sales services and maintenance of the equipment free of cost during the warranty period.</li> </ol>
No company or firm or individual other that M/S are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
I / we, further agree to comply with the conditions specified under Clause 2(a) –Eligibility Conditions, of the tender document. We hereby extend our full warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above Firm. Yours faithfully Name
For and on behalf of M/S (Name of the manufacturer/Direct Importer)

Note: This letter of authority should be on the letter head of original Manufacturer/Direct Importer of bidding items and should be signed and sealed by the Proprietor/ Managing Director of the firm / authorized signatory and shall have to be duly notarised.

## **Machinery/Equipment (Bipartite Agreement)**

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

# **Agreement: 1**

(For Manufacturers/ Direct Importers only)

Whereas the (Original Manufacturer/ Direct Importer) (Second Party)) have agreed to supply to First Party (Purchaser), Machinery & Equipment/Instruments with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party has agreed to deposit performances security to first party, equivalent to 5% of the tentative cost/contract value (rounded to the nearest round number) in the scheduled attached as per clause 11 of the tender document in the form bank of guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

- 2.1. The agreement is for the supply, by the Second Party (Suppliers) to the First Party (Purchaser), of the Machinery & Equipment/Instruments on terms and conditions set forth in the agreement.

- 2.2. This agreement shall be deemed to have come into force with effect from the date of signing of the agreement and it shall remain in force up to a period of two years (24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.
- 2.3. The bid quantity noted against each item in the scheduled attached here to indicates only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause "2.2" above. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall make supplies of the Machinery & Equipment/Instruments on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the UT of Jammu and Kashmir.
- 2.4. The Second Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.
- 2.5. The release of payment shall be as per terms and conditions/ payment clause 17 of the tender document and after successful installation of the Machinery/Equipments at the end user site and after due verification of bills by the end user department and deduction and penalties as per the clause 18 & 19 of the tender document.

#### 3. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second Party shall in no case, use the rate contract of JKMSCL for making supplies and / or comparing of rates to/ with any of other department(s)/ agency(ies)/ NGO etc. In case Second Party/ firm/bidder/ manufacture /importer shall provide/supply any of the product item of **Identical descriptions/ Specifications**, at the rate contract /approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the Union Territory of J&K. In case any supply is made in violation to the said condition (or), the supplier/ firm shall be liable to be penalized to the tune of 7.5% of order placed as per the provisions of standard procurement (SPP) of JKMSCL and further the Second Party shall be liable to be considered for Debarring/ Blacklisting for a period not less than five years.

#### 4. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

- 4.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party) as performance security and cancel the contract.
- 4.2. In case the Second Party neglects or refuse to observe, performs, fulfil and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to

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

- 4.3. If any time during the course of contract it is found that the information furnished by the Second Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause "4.1" above shall apply or any other action are deemed fit by the First Party may also apply.
- 4.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party. The Second Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.
- 5. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, biding or be of any effect what so ever.
- 6. The Second Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Second Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.
- 7. In case the Second Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being in force or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article, clauses and thing herein contained to be operative on the part of the

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

#### 8. SERVING OF NOTICE TO SUPPLIER

- 8.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party (Suppliers) if delivered to him or left at his/her premises, place of business or abode.
- 9. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
- 10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.
- 11. The following documents shall be deemed to form & be read & construed as part of this agreement:
  - a) LOI
  - b) NIT & Corrigendum issued thereof, if any.
- 11.1 Secondparty shall indemnify and keep the First party free from any harm, against all losses, expenditures, damages, costs & claims incurred or suffered by or made against the Second/Third party by reason of any breach by the same of any of its obligations, covenants, representations & warranties.
- 11.2 NIT Ref. No: NIT/JKMSCL/M&E/2022/......dated.....
- 11.3 List of Equipment(s), accessories, optional items (if any) under this agreement.
- 12. All terms and conditions of the NIT shall be the part of this agreement.

Original Manufacturer/ Direct Importer

Jammu & Kashmir Medical Supplies Corporation

Ltd

(Supplier)

(First Party)

(Second Party)	Represented by
(Signature, Name & full Address with stamp	General Manager (P&S)/ JKMSCL
	(Signature, Name & full Address with Stamp
Witness (Signature, Name & Address)	Witness (Signature, Name & Address)
1.	1.

# **Machinery/Equipment (Tripartite Agreement)**

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

# **Agreement: 2**

(Tripartite Agreement for Authorized Agents/Dealers/Facilitators)

Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at Plot No. 58 Friends Colony, Trikuta Nagar, Jammu, 180020 /Opp. State Motor Garage office, Bemina, Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executers assigns, administrator and beneficiaries unless excluded by the contract), M/s ..... (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at Party" (Suppliers) which term shall include its successors representatives, heirs, executers and administrators unless excluded by the contract) and M/s ......(Authorized agent/ dealer/ facilitator) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at ...... (herein after referred to as "Third Party"-(Authorized Agent/ Suppliers/ Dealers) of Second Party, which term shall include its successors representative, heirs, executers and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party/ Third Party (Authorized agents/ dealer)) have agreed to supply to First Party (Purchaser), Machinery & Equipment/Instruments with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party/ third party have agreed to deposit performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the scheduled attached as per clause 11 of the tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party/ Third Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part/ Third Party, and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for Machinery & Equipment/Instruments for Jammu & Kashmir Medical Supplies

Corporation Limited (Rate Contract for twenty-four (24) months period, extendable for another three (03) months with mutual consent) (NIT/JKMSCL/M&E/2022/.......dated......and technical bid opened on....., the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

- 2.1. The agreement is for the supply, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the Machinery & Equipment/Instruments on terms and conditions set forth in the agreement.
- 2.2. This agreement shall be deemed to have come into force with effect from the date of signing of the agreement and it shall remain in force upto a period of twenty-four (24) months period which can further be extended for another three (03) months with mutual consent of First Party and Second Party/ Third Party.
- 2.3. The bid quantity, if mentioned against each item in the schedule indicates only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause "2.2" above. This quantity may increase or decrease at the discretion of the First Party. The Second Party/ Third Party (Supplier) shall make supplies of the Machinery & Equipment/Instruments on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ location within the UT of Jammu and Kashmir.
- 2.4. The Second Party/ Third Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.

#### 3. AUTHORIZED AGENTS/ DEALERS OF SECOND PARTY:

- 3.2. The Corporation under such arrangements shall have a right to secure confirmation to authority of suppliers from Second Party before releasing the payments.
- 3.3. The release of payment shall be as per terms and conditions/ payment clause 17 of the tender document and after successful installation at end user site and proper verification of bills from the end user department and deduction & penalties as per the clause 18 & 19 of the tender document.

#### 4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

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

#### 5. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

- 5.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party/ third party) as performance security and cancel the contract.
- 5.2. In case the Second Party/ Third Party fails, neglects or refuse to observe, performs, fulfil and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, clause and thing herein contained on the part of First Party shall cease and be void and incase of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party/ Third Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Part/ Third Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.
- 5.3. If any time during the course of contract it is found that the information furnished by the Second Party/ Third Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put an end to the contract/ agreement wholly or in part and thereupon the provision of clause "5.1" above shall apply or any other action are deemed fit by the First Party may also apply.
- 5.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party/ Third Party. The Second Party/ Third Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.

- 6. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, binding or be of any effect what so ever.
- 7. The Second Party/ Third Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party/ Third Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Second Party/ Third Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.
- 8. In case the Second Party/ Third Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being inforce or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article, clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.
- 8.1. In case Third Party, (Authorized Agent/ Dealer/ facilitator- clause 3) at any time during the continuance of the contract become bankrupt of or insolvent or commits any act of bankrupt or insolvency either provisions of any law in that behalf for the time being in force, or should compound with his creditors, the Second Party, (Original Manufacturer/ Direct Importers) shall be bound to continue with the supplies directly for the First Party till the completion of contract otherwise it shall be lawful for the purchaser to put an end to the agreement and thereupon every article, clause and thing herein contained to be operative as part of First Party, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

#### 8.2 SERVING OF NOTICE TO SUPPLIER

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

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

- 10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by <u>first and the final appellant</u> authority as reflected in NIT and decision of said authority shall be final.
- 11. The following documents shall be deemed to form & be read & construed as part of this agreement:
  - c) LOI
  - d) NIT & Corrigendum issued thereof, if any.
- 11.1Second/Third party shall indemnify and keep the First party free from any harm, against all losses, expenditures, damages, costs & claims incurred or suffered by or made against the Second/Third party by reason of any breach by the same of any of its obligations, covenants, representations & warranties.
- 11.2 NIT Ref. No: NIT/JKMSCL/M&E/2022/......dated......
- 11.3 List of Equipment(s), accessories, optional items (if any) under this agreement.
- 12. All terms and conditions of the NIT/relevant clause of SPP of JKMSCL shall be the part of this agreement.

Authorized Agent/ Dealer Original Manufacturer/ Direct Importer (Supplier)

(Third Party) (Second Party)

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

Witness (Signature, Name & Address)

Witness (Signature, Name & Address)

1.

2.

2.

### Fully Automated Urine Analyzer

- Instrument should be Fully Automated walk away integrated Urine Analyzer, integrating both Urine Chemistry and Urine Sediment analysis.
- Instrument should be based on modular platform with facility to add any further required unit in future.
- For Chemistry, it should provide Pararmeters like Glucose, Protein, Blood, Bilirubin, Urobilinogen, pH, Ketones, Nitrite,, and Leukocyte. There should be option to use strips with additional prarameters like Microalbumin and Creatinine. (PC & AC Ratio).
- Instrument Strip Feeder should have storage of 300 test strips at a time with Continuous Leading for True Walkaway Analysis.
- The instrument should also provide Parameters including Specific Gravity, Turbidity & Colour.
- For Sediment analysis the instrument must be based on Fluorescence Flow cytometry for measurement of Parameters such as RBC,WBC Epithelial Cells, Cast and Bacteria with differentiation of types of epithelial cells.
- The System should provide Scatter grams and Histograms for easy interpretation.
- The system should provide additional RBC Morphology information like Dysmorphic, Isomorhphic.
- The system should be using only Un-Certrifuged Native Urine samples for analysis to avoid Centrifugation loss.
- Software should be User friendly with programmable QC Files for Sediment and Chemistry. Insrtument throughput should be minimum 270 samples/hour (chemistry) & 80 samples/hour (sediment analysis).
- Instrument should be capable of analysis in Automated Sampler Mode with capacity of 80 samples tubes and Internal Barcode for Sample Identification.
- Instrument should have flexibility to analyser sample in STAT mode for Sediment analysis.
- Controls from the same vendor should be available for both chemistry and sediment analysis.
- The system should have separate body fluid mode.
- In body fluid mode the system should provide all required parameters like RBC, WBC, Epithelial Cells (EC), Mononuclear Leucocytes, Plymorph nuclear Leucocytes, Total Nucleated Cells (TNC) & Bacteria.
- Body fluid sample volume requirement should not be more than 0.6 ml.
- Instrument should be provide with advanced data management software or work area management with capacity to store patient results for up to 1,00,00 patients.
- The system should have facility for Results Output to Printer or Transmitted to LIS / HIS.
- Should have European CE/US FDA certification or BIS approved.
- The calibration, IQ OQ and PQ of the instrument should be performed at the time of installation and certificates should be provided.
- To be supplied with Branded computer system.

- UPS backup adequate for the duration of one cycle of processing should be provided.
- Start-up kit for at least 200 test should be provided free of cost.

## **PCR** Centrifuge

General: Tender is invited from reputed original manufacture or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification. Demonstration, if required, needs be provided at the customer site or within the vicinity free of cost.

#### **Technical Specification:**

- Customizable programming, digitally controlled
- Benchtop centrifuge maximum speed of up to 13500 rpm
- Controlled from the upfront digital screen with a turn knob.
- Control panel to select speed and their RCF.
- Usable with many different, fixed angles and swing rotors.
- Outfitted with a microplate rotor with 2 carriers.
- Refrigerated with a temperature range of -20°C to +40°C.

#### Real Time PCR Machine.

General: Tender is invited from reputed original manufacture of their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification. The firm must provide a compliance statement visà-vis specifications in a tabular for clearly stating the compliance and giving justification, if any supported by technical literature with clear reference of page number, paragraph, or lines. This statement must be signed, with the company seal, by the tendered for its authenticity and acceptance that any incorrect or ambiguous information found submitted will result in disqualification of the tender.

Technical specification: The table top model should be an automated & integrated system for both real time PCR and post –PCR (end-point) analysis with following features:

#### Hardware:

- a. The excitation source should be LED/Laser and the detection system should be simultaneous and scan –free for all wells with CMOS detection.
- b. The system should have 6 excitation and 6 emission filters and come along with fixed (scanning free) optics, ensuring robust data.
- c. The system should have temperature range of 4°C –99.9°C to facilitate all qPCR applications.
- d. The system should have peak block ramp rate for exceeding 8°C/second or more in 0.1 ml block . 96 well block system with peltier based heating & cooling.
- e. The system should have better than gradient function or vetiflex blocks and six temperature zone for running 6 different samples with different

- annealing temperature simultaneously for different time interval.
- f. System should support reaction volume minimum of  $10\text{-}30\mu\text{L}$  in 0.1ml plate or tube to work with less sample and have 6 or more color multiplexing without passive reference dye in a single reaction tube.
- g. The system should be standalone with 10 GB onboard memory to save the runs and have interactive Touch Screen LCD feature.
- h. Fast-PCR in less than 35 minutes should be an intergral feature of the system includes collection of up to 21 unique combinations of wavelength during a single run for multiplexing on the 96 well block instrument.

#### Software:-

- i. System should generate MIQE complaint RDMI data along with integrated tools to assist with 21 CFR Part 11 compliance.
- j. The instrument should have software that can analyze multiple perspectives in the Multiple Plots view, with side -by-side views of all data aspects including the amplification plots, standard curve, multicomponent data plots, and raw data. The system should give heat map of the amplification & analyzed data. Software should have PCR efficiency factor correction for gene quantification.
- k. The system should along with software to support applications including absolute quantification, Relative quantification, multiplex –PCR, alletic discrimination (SNP), melt curve analysis as well as pathogen detection. Plus/minus assay using internal positive control & Melting curve analysis for gene & mutation screening.

Supporting Chemistries and Applications:

1. The system should detect even 1 copy in a single reaction tube without passive reference dye. System should detect differences in target quantity as small as 1.5-fold in single plex reactions and should have 10 logs of linear dynamic range.

#### **Pipettes**

#### a) Adjustable Volume Single Channel Pipettes

General: Tender is invited from reputed original manufacture or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all details for verification. Demonstration, if required, needs to be provided at the customer site or within the vicinity free of cost.

Technical Specification:

ISO 86ss CERTIFIED, fully Autoclavable ,single channel pipettes of variable volume compatible with universal tips.

Range	Increment	Accuracy	Precision
I to 20μL	0.Ι μL	±2.5 to 1.0%	2.0 to 0.5%
I0 to 200 μL	IμL	±1.8 to 0.6%	0.7 to 0.2%
50 to 1000 μL	IμL	±1.8 to 0.6%	0.7 to 0.5%

#### b) Adjustable Volume Digital Multi-Channel Pipettes.

General Tender is invited from reputed original manufacturers or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification. Demonstration, if required, need to be provided at the customer site or within the vicinity free of cost.

Technical Specifications: Must be of a reputed brand, from manufacturer/authorized dealers having calibration facility in the vicinity. Necessary evidence is to be provided.

ISO8655- certified digital multichannel pipettes of variable volume compatible with universal tips. Applications: provision for 6,24,96 well applications.

Range	Increment	Precision	Type
50-300	5 μL	1.5 to 0.3%	8 channels 12 channe
μL			

#### c) Electronic Multichannel Pipette

General: Tender is invited from reputed original manufacture or their authorized agents/dealers only. Information regarding installation in India and satisfactory service and maintenance may be forwarded with all the details for verification. **Technical Specification:** 

4 pipettes with volumes: 0.5 to 10  $\mu L$  , 5 to 100  $\mu L$  , 10 to 200  $\mu L$  & 50 to 1200  $\mu L$ 

Short		Electronic mul	tichannel p	ipette with S	Spring loaded	nose cone
Description		and Secondary	adjustmen	t		
1.	Channel format		8-12	8-12	8-12 channel	8-12
			channel	channel		channel
2.	Adjust	able Volume	0.5-10 μL	5-100 μL	10 to 200 μL	50-1200
						μL
3.	Impred	cision/Volume	±3.0%/±0	±3.0%/±0	±3.0%/±0.03	±0.9%/±1
	(≤%/μ	L)	.03 μL/I	.03 μL/L	μL/1 μL;	.08
			μL;;	μL;		μL/120μ
						L;;
4.	Inaccu	racy.Volume(±	±3.0%/±0	±2.0%/±0	±2.0%/±0.2	±6.0%/±7
	%μL)		.03 μL/I	.2 μL/I0	μL/I0 μL;;	.2 μL/120
			μL;;	μL;;		μL:±:
5.	Pipette	e type	Electroni	Electroni	Electronic	Electroni
			c air	c air	air cushion	c air
			cushion	cushion		cushion
6.	Volum	e Selection	Adjustabl		Adjustable	Adjustabl
			e	Adjustabl		e
				e		
7.	7. Volume display		4 digits	4 digits	4 digits	

Fine Analytical Balance:
General: Tender is invited from reputed original manufacturers of their
authorized agents/dealers only. Information regarding installation in
India and satisfactory service and maintenance may be forwarded with
all the details for verification. Demonstration, if required, needs to be
provided at the customer site or within the vicinity free of cost.
Technical Specification:
Single pan Analytical Balance with the highest accuracy for weighing
processes: readouts to have at least fourdecimal places. Equipped with
draft shield chamber to eliminate interfering ambient effects.
Weighing Range : 0.01 –60 g
Readability : 0.1 mg
Calibration : External
Display : LCD Display
Verification Interval : 0.001g
Pan Size : 80 –100 mm
Power Supply : 210-240V/50-60Hz

# Supply Installation Testing & Commissioning of Digital Flat Panel Fluro-Radiography (DRF) System & Other equipment, on TURNKEY basis.

S. No.	Technical Specification
140.	High Powered X-Ray unit with digital Flat panel for various fluoroscopy & radiography examinations for the department of radio diagnosis.
	The unit should be completely integrated system integrated x-Ray generator & image acquisition control having the following specifications:
1.	Name of quoted Model:
2.	Version of quoted Model
3.	Year of introduction:
4.	Manufacturing site of quoted model:
	Technical Specifications:
	The unit should be equipped with integrated high frequency generator, digital
	detector and Digital image Processing System. It should be capable of performing
	all plain and contrast enhanced radiology and Fluoroscopy along with
	angiography facility for interventional procedures. The system should have the following essential features:
A.	Generator:
1.	1000mA Unit with microprocessor controlled high frequency (400KHz or More) x-ray generated; with power output of 80 Kw or More.
2.	Exposure KV range should be 40-150
3.	Generator should have minimum exposure time of at least 1 ms.
4.	Exposure Modes:- Gen Rad: static imaging,

	Fluoroscopy: pulsed dynamic imaging with AEC dose control
	Rapid sequence: pulsed dynamic imaging with AEC dose control
5.	Radiographic performance:
6.	KVp Range/Steps:- 40-150KV, variable in KIV steps.
7.	Rad mA Range/Steps: 80/100KW; 10mA-1000mA/R10(Variable in 0.1mA steps).
8.	Fluoroscopic Performance (Continuous)
9.	KVp Range /Steps: 40-125KV; variable in 1KV steps
10.	mA Range/Steps: 0.5-10 mA in 0.1mA in 0.1mA steps with High – Level Fluro
11.	Fluoroscopic Performance (Pulsed)
12.	KVp Range/Steps: 40-125KV; variable in 1 KV steps
13.	mA Range/Steps: 10-20 mA in 0.1mA steps; 21-99mA in 1mA steps
14.	System should have multiple user defined programs (Vendor defined programs)
15.	There should be provision for automati9c exposure control (AEC0 it should be
	possible to over fridge AEC if required.
16.	Digital display of exposure parameter should be available.
17.	System should have option that allows temporarily boosting the generator's
	output, to enhance bariatric fluoroscopy results.
В	Remote Controlled Table:
1.	Floor maintained table with carbon fibre / composite material radiolucent table top
	with scratch resistant surface.
2.	Table should have minimum lowest hight of 50 cm or lesser to facilitate easy
	patient transfer
3.	Tabletop dimensions: 240x80cm
4.	Ground to tabletop distance: 50 to 100cm
5.	Lateral movement range: 35 cm
6.	Longitudinal movement range (optional):+80to -80 cm or + 100 to -20 cm
	motorized at 5 cm/s
7.	Rotating pint above table top: Adjustable from 1cm to 33 cm
8.	Anti-collision: Software to provides anti-collision safety along with Sensors
9.	Table tilt range: +90°± 0.5°
10.	Tilting time: 15 seconds from 0° to 90° (±2°) or better
11.	Built-in anti-scatter grids: 120 cm (47 inch), 85 line s/cm 215 lines/inch.
	12:1 180 cm (71 inch), 85 lines/cm(215 lines/inch
12.	Maximum allowed patient's weight on the table: -300 kg or more
13.	Maximum allowed patient's weight on the foot rest: 230 kg or more
14.	Motorized source -image distance: 115 to 180 cm
15.	Automatic Grid changeover for optical dose to patient.
C.	X-Ray Tube -One X-Ray Tube:
1.	X-Ray tube: 1000 KHU
2.	Nominal focal spot values: 0.6/1.0mm
3.	Anode rotation speed: 3000/10000 rpm
4.	Anode diameter: 110mm
5.	Anode material: Rhenium – Tungsten – Molybdenum
6.	Radiation protection: complies with IEC -60 613 standard
7.	Anode heat storage capacity: 840kj -1120 KHU
<u> </u>	U 1 / - 7

Continuous heat dissipation: 1200 W - 96000HU/min 8.  $\overline{\mathbf{D}}$ **Directs Digital Imaging System for Fluoroscopy:** 1. Field of View of at least 40 Cms or more. 2. Collimator may be rectangular or iris type System should have real time optimization techniques to maintain constant brightness at the lowest allowances dose to the patient. Cine Loop facility & last image hold facility. 5. Acquisition Matrix should of at least 1024x 1024 at 10 bit rate Digital fluoro system in standard continuous fluoroscopic operating mode from single image display to serial exposures with varying frames rates upto 15 fps in paused fluoroscopy mode it should be at least 6 frames per second. Unit should have 3 automatic Brightness System feedback loop curves. E Digital Detector i9ntegrted in the Table for Fluoroscopy and Radiography: 1. Active area size: 43 cm x 43 cm 2. Pixel size: 148µ Pixel matrix: 2840 x 2874 Dynamic imaging modes: Pulsed/Continuous fluoroscopy -Rapid sequence. 4. F Image Display System:-1. Total of 3 color Monitors of 19 inches to be provided – of those two in examination room, One in Console room. 2. Post – acquisition image processing viewing & hardcopy documentation. G **Control Console:** High performance PC with Xenon Processor: Processor/CPU: Intel Xenon Gold -6234, Clock speed: 4.00 GHz, Cache: 24.75 MB; Graphics card: NVIDIA Quadro 4GB P1000; Number of cores: 16; Number of threads: 8; Memory: 32GB DDR4-2666 ECC (4x8GB); Storage: 2x 256GB +4x512GB M.2.SSD; Storage mode: RAID 1+RAID 10 array; Optical storage: 9.5 mm Slim DVD Writer; Operating system: Windows 10 64 bit LTSB; Connectivity: "Front: 4x USB 3.1,; 1x Microphone; 1 x Headphone; Rear: 6x USB 3.1, ; 1 x Audio in /out,; 1x Serial,; 2 x RJ 45 1GbE Network,; keyboard/mouse PSs/2,; (4)mDP"; Slots: 3PCLe x: 1 PCle x 16; 2 M.2 PCle x4: DimensionS 16.9 x 46.5 x 44.5 cm (13.1 Kg); Comments: ; Display: n/a; Network: i350 - T2 PCle Dual Port Gigabit; Power/Battery: 1000W. The System should facility for edge enhancement, positive /negative image display windowing contrast brightness electronic shuttering image vertical image & horizontal initiate reversal zoom functions. System should have software protesting functions to improve details & contrast in static images. 3. The system should have fast & direct access to all series, single images in both examination (remote controlled) & console room. System should have angle/distance measurement. Image labeling & patient positioning facilities. System should have a dosimeter to display online, actual radiation dose on the console. Dose monintoring and structured reports should be available. Dose analytic tools should be available with scatter plot charts. DRL indicator should be available.

- 6. Easy connectivity to PACS HIS. Should be able to send DICOM image to DICOM viewing station / PACS and should be able to connect t HIS /RIS for DMWL. It should comply the following IHE profiles.
  - CPI
  - REM
  - PDI
  - PIR
  - SWF
  - CT
  - ATNA
- 7. System should have Advanced orthopaedic measurement templates that guides the user thorough complex measurements automatically, compares it with normative values for the following measurements, should be provided with relevant datasheet and hardcopy proof of each study with images of each examination,
  - Aeetabular coverage of the femoral head/age
  - Interpediculate distance/age
  - Carpal Angle/age
  - Iliac Index Normal Down
  - Dimensions of distal femoral epiphysis
  - Talo calcaneal & Tibio calcaneal Angle
  - Metacarpal Index
  - Full Leg Measurements
  - CCD Angle
  - Boethler Angle (Adults) (For calcaneus)
  - Tibia Vara (Metaphyseal Angle)
  - Thoracic Kyphosis
  - Cobb Angle
  - Ferguson Angle
  - Tarsal Angles AP
  - Pelvis Sehmid
- H Image Storage & Transmission:
  - 1. Image storage capacity of at least 1 TB in 1024 \*1024 matrix at 10/12 bits on the main system disk.
  - 2. The systems should support storage of image on compact discs/DVD.
  - 3. The system should be DICOM 3.0 (or higher version ready (like send, receive, print, record on CD/DVD acknowledge etc) for connectivity to any network, computer / PC etc in DICOM format
  - 4. Facility of sending of dose values for each study to an archiving system, DICOM mode should be possible.
  - I | Clinical Applications.
  - 1. Radiography:

1	
	Static exams including
	Supine / Load-bearing FLFS
	chest (180cm/72"SID) Load-bearing foot and knee
	Trendelenburg exams
	Lateral exam
	Standing
2.	Fluoroscopy:
	GI barium meals, barium swallows, barium enemas defecting proctograms
	Fistulagrams
	Arthrograms
	Urogenital exams
	Hysterosalpingogram
	S cysto-urethrograms
	Myelography
	Interventional produders
	Placement of IV catheters
	Biopsies
	Lumbar punctures
	Venography – Angiography
	Lower Extremities
	Upper Extermities
	Speech Video Fluoroscopy
3.	
	Digital Subtraction Angiography with Road Mapping - Peripheral
	Studies Real- time subtraction after injection of contrast agent
1	,
	Digital Tomosynthesis
4.	,
4. a.	Digital Tomosynthesis
	Digital Tomosynthesis     Full Leg Full Spine Application
a.	Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.
a.	Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.
a. b.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full (whole) length image to be performed by the imaging
a. b.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full (whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be
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a. b.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full (whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be available, Distance and angle measurement tolls must be available. Should have fully automatic image stitching on table in supine and standing positions.  Necessary hardware and software shall be provided. Anatomical and grid-based stitching should be available using tilting method. It should be possible to set long length imaging ROI and position using a live camera fitted on the tube head.
a. b.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full (whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be available, Distance and angle measurement tolls must be available. Should have fully automatic image stitching on table in supine and standing positions.  Necessary hardware and software shall be provided. Anatomical and grid-based stitching should be available using tilting method. It should be possible to set long length imaging ROI and position using a live camera fitted on the tube head.  Special attention should be given to Paediatric and neonatal imaging in order to
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a. b.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full (whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be available, Distance and angle measurement tolls must be available. Should have fully automatic image stitching on table in supine and standing positions.  Necessary hardware and software shall be provided. Anatomical and grid-based stitching should be available using tilting method. It should be possible to set long length imaging ROI and position using a live camera fitted on the tube head.  Special attention should be given to Paediatric and neonatal imaging in order to reduce the radiation dose in Paediatric and neonatal exams. System should have exam pre-sets on the basis of patient age. For each age group, it should be possible
a. b. c.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full (whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be available, Distance and angle measurement tolls must be available. Should have fully automatic image stitching on table in supine and standing positions.  Necessary hardware and software shall be provided. Anatomical and grid-based stitching should be available using tilting method. It should be possible to set long length imaging ROI and position using a live camera fitted on the tube head.  Special attention should be given to Paediatric and neonatal imaging in order to reduce the radiation dose in Paediatric and neonatal exams. System should have exam pre-sets on the basis of patient age. For each age group, it should be possible to set anatomical programming of radiography.
a. b.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full ( whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be available, Distance and angle measurement tolls must be available. Should have fully automatic image stitching on table in supine and standing positions.  Necessary hardware and software shall be provided. Anatomical and grid-based stitching should be available using tilting method. It should be possible to set long length imaging ROI and position using a live camera fitted on the tube head.  Special attention should be given to Paediatric and neonatal imaging in order to reduce the radiation dose in Paediatric and neonatal exams. System should have exam pre-sets on the basis of patient age. For each age group, it should be possible to set anatomical programming of radiography.  Processing aiming at Highlighting PICC Lines, Catheters, Tubes as separate
a. b. c. d.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full (whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be available, Distance and angle measurement tolls must be available. Should have fully automatic image stitching on table in supine and standing positions.  Necessary hardware and software shall be provided. Anatomical and grid-based stitching should be available using tilting method. It should be possible to set long length imaging ROI and position using a live camera fitted on the tube head.  Special attention should be given to Paediatric and neonatal imaging in order to reduce the radiation dose in Paediatric and neonatal exams. System should have exam pre-sets on the basis of patient age. For each age group, it should be possible to set anatomical programming of radiography.  Processing aiming at Highlighting PICC Lines, Catheters, Tubes as separate dedicated images on the modality workstations and on PACS
a. b. c.	• Digital Tomosynthesis  Full Leg Full Spine Application  Acquisition of Long leg & Long spine images.  Acquisition of up to focus consecutive leg or Spine exposures in a single automatic acquisition.  Composing into a full ( whole) length image to be performed by the imaging system. Scoliosis angle measurement, leg length difference measurement should be available, Distance and angle measurement tolls must be available. Should have fully automatic image stitching on table in supine and standing positions.  Necessary hardware and software shall be provided. Anatomical and grid-based stitching should be available using tilting method. It should be possible to set long length imaging ROI and position using a live camera fitted on the tube head.  Special attention should be given to Paediatric and neonatal imaging in order to reduce the radiation dose in Paediatric and neonatal exams. System should have exam pre-sets on the basis of patient age. For each age group, it should be possible to set anatomical programming of radiography.  Processing aiming at Highlighting PICC Lines, Catheters, Tubes as separate

structured reports on dose performance which can be shared with PACS and other dicom systems.

The dose monitoring tools should provide statistical Analysis of Exposure and Dose performance on following parameters:

- i) Exposure Index and Deviation Index
- ii) Outliers
- iii) Dose Area Product (DAP) values
- iv) Complete Exposure List
- v) Results can be Exported
- vi) Dose trend

It should be possible to record reasons for over/under exposure if the Dose reference level indicates deviation from recommended dose level. It should be also possible to generate a report based on the reasons for over / under shoot.

## g An Image viewing, Post -- Processing and reporting Station and Documentation with the following features should be provided.

- a) An Independent Workstation with all post processing and printing facility should be quoted with ability to review and report X Rays independent of main console.
- b) Should have a monitor of 19" or more, have its independent memory and hard disk of at least ITB
- c) Post –acquisition image processing, viewing, reprocessing hard copy documentation and onward transmission should be possible.
- d) Should have DICOM ready interface and networking cap ability with RIS/HIS/PACS.

#### h Accessories:

- 1. Lead Glass of 80 cm x 120 cm or more (1 No.)
- 2. | Compression cone, Barium cup Holder & compression band should be provided.
- 3. Hand Grip (2No.s)
  - 4. Light weight "zero lead apron" –ultralight (AERB Approved ) (3 nos.)
  - 5. Light weight thyroid collar– Ultralight (AERB Approved) (3 nos.)
  - 6. Good shield for male & female Three set each
  - 7. Lead gloves light weight -3 in No
- 8. View box one in no. for two 14 \* 17 plates
- 9. Online UPS of suitable Capacity for 30 mts backup for Workstations and main Unit should be Quoted (1 No.)
- 10. Dry Chemistry Direct Digital Camera, capable of printing all film sizes atleast 2 online with resolution of 500 DPI or more. All film sizes should be freely configurable at user level. (1No.)
- I Other Requirements.
- 1. System must have AERB Type; Approval and CDSCO Approval of the Quoted Model. Please attach Certificate.
- 2. Supplier should have a trained service engineer in the state for better uptime
- 3. Capability to render images with implants without creating artefacts or shadows at the implant contour and preserving detail contrast in the vicinity of the implant border. Processing aiming at highlighting PICC lines, catheters, tubes as a

dedicated and separate image on the modality workstation and on PACS. 4. It should have auto align features to brings Aritificial intelligence to digital equipment at the point of care. Every image is presented ready for viewing, directly and automatically. QA/QC of Equipment should be done by vendor for total duration for which warranty & CMC Subscribed. At site training - of technician resident doctors for 5 days year for total duration for 6. which CMC & Warranty subscribed. Training should include X-Ray Physics, Positioning, Equipment training etc. Training must be done by applicant specialist/Specialist at site. 8. Principle Manufacturer / Bidder should have successfully installed at least one number similar Flat Panel Fluro Radiography system in Government/reputed private institution in India. The satisfactory service provided by the company and performance certificate of the quoted /similar model to be enclosed by the bidder from the end user. **Turnkey:** The bidder to inspect the site and collect site plan along with tender document. Turnkey work to be done as per site plan. Trunkey work done by the bidder to be maintained during the warranty and subsequent CMC period. 2. The vendor should inspect the site and should certify the feasibility of installation of system and also the safety of radiation protection. 3. The vendor should also inspect into the air conditioning system including AHU as well as electrical load & certify the adequacy for the same. Scope of Turnkey Works: The actual area of site Modification Work done will as per the allocated Rooms which can be inspected before tender quoting: 1. Civil work: i. Civil construction work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan. ii. Concrete bed at DRF equipment area. iii. Platform for unloading and shifting the DRF should be provided if necessary. iv. Cable tray, trench & channel - necessary trenches, cable try and channel at required location would be provided. v. All the construction work to be done as per the final plan approved by the consignee. a. Flooring: 600x600 mm vitrified tiles with 100 mm tiles skirting. 50 mm thick cement concrete flooring with Vinyl flooring in DRF equipment / UPS room, Wall tilling upto 9 feet. b. Painting: Two coats plastic Emulsion Paint over 2 coats of wall putty including primer in patient preparation area, Lobby area, console room, DRF room & Equipment room etc. c. False Ceiling: Acoustical tile for ceiling with light weight insulting material of high quality supported on grid or finished seamless with

support above ceiling . Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment

mount and clearances. 2. Pluming work: All water pipes and fittings shall be high-density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make. 3. Electric work a. The supplier shall be required to specify the total load requirements for the DRF centre including the load of air conditioning, room lighting and for the accessories if an b. The supply line will be provided by the institute up to one point within the DRF centre, The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency lighting. c. The electrical work shall include the following: Wiring - All interior electrical wiring-with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowed make as listed below Switches light and power points should be of modular type and of ii. standard make as listed below General lights - LED light fitting with 500 Lux illumination. iii. 4. Air conditioning: a. Package air conditioners units and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. b. The Air conditioning should be designed with standby provision to function 24 hours a day. c. The outdoor units of AC should have grill coverings to prevent theft and demage.c Ventilation is required in toilet 5. Environment Specifications: a. Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment. b. Temperature ranges: 22±2° C in all areas except equipment room which shall be as per requirement of the equipment. Air conditioning load: the heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder. 6. Furniture: a. Revolving chairs height adjustable, medium - back with hand - rest in the control room, Radiologist room and viewing area. - 4 Nos. b. Chairs for patient waiting area- Three seater (Chrome plated) - 10 Nos. c. Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement -3 Nos. d. Drug trolleys for patient preparation area – 1 No.

e. Patient trolley with rubber foam mattress to be kept in the patient

preparation room

Name boards for all rooms.

- f. Tables for console & review station -2 No.
- g. Changing rooms should have change lockers and dressing table 1 Dustbins -10 Nos.
- h. Any other essential furniture item as per requirement.
- i. All furniture items should be of standard make as mentioned in the table below.

#### 7. Miscellaneous:

- a. LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of  $14'' \times 17''$  Size. -3 nos
- b. Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc.
- c. Fire extinguisher Dry CO2 type as required for the building safety.

#### List of items And Suggested Manufacturers For Trunkey Work.

- A. Flooring Vitrified Tiles -Somany, Kajaria, H&R Johnson, Rak India
- B. Paint Dulux, Asian paints, Nerolac
- C. Plumbing -kohler Jaguar, Grohe, Roca
- D. Sanitary Items Cera, Hindware, Parryware
- E. Electrical
- F. Cables- Finolex, Havells, V-Guard. Polycab
- G. Switches -Legrand, L&T Crabtree, Roma
- H. Distribution Box, Mcb -Legrand, L&T, Siemens, Havells, GVL
- I. Light Fittings Philips/Crompton/Wipro/Syska
- J. Air conditioning-Daikin, Hitachi, Blue Star, Voltas, Carrier.

## **Specification for Inverted Phase Contrast Microscope**

**Optical System:** Universal infinity Optical System.

Focus: Revolving nosepiece vertical movement system using the coarse and fine focusing knobs.

Storke: 20mm (Focal point: up to 18.5 mm from the plain stage top surface)

**Stroke per rotation:** 36.8 mm (coarse), 0.3m (fine)

**Stage:** Mechanical stage with flexible right hand low drive control along with universal holder for large tissue culture flask, Petri dishes and micro titer plates.

**Condenser:** Long working distance condenser for bright field and phase contrast application, N.A. 0.3 and W.D-72mm or better. Phase slider for phase contrast application with single position for 4x -40x up to 190mm height tissue flask can be loaded on the stage without detachable condenser.

**Illuminator**: 4000K color temperature LED light source, It should have automatic illumination shut off facility after 15 minutes of idle condition to increase lamp life and longevity, Illuminator should have lamp life of at least 50,000 hours.

**Eyepieces:** Paired 10x/20 with dioptre adjustment for both eyes-Eyepiece with F.O.V 22mm or better.

**Observation tube:** Fixed trinocular tube inclined at 45° with diopter

adjustment facility, interpupillary distance adjustable 48-75mm.

**Objectives:** High performance objectives suitable for Brightfield and Phase Contrast application.

Plan Achromat 4x N.A.0.1mm & WD 18.5mm or better

Plan Achromat Phase 10X, N.A. 0.25 mm & WD 8.8mm or better.

Plan Achromat Phase 20X, N.A.0.40mm & WD 3.2 mm or better

Plan Achromat Phase 40X, N.A. 0.55 mm & WD 2.2 mm or better.

Camera: High resolution color CMOS camera with 6 megapixels or more resolution. The sensor should be 1/1.8'' color CMOS with pixel size of  $2.4\mu m$ . Manual & Auto exposure time should be  $13\mu s$ –15 seconds. The frame rate should be minimum 45 FPS at full resolution with high speed of 60 FPS in full HD mode. USB 3.0 interface for fast data transfer along with 0.35x C-mount adapter with centering adjustment mechanism.

**Software:** image analysis software should have features like for live viewing, image capturing, area & length measurement, video recording etc. The system should support output file formats,. Jpg. Bmp and tif.

**Computer**: Branded compatible P.C. with i5 processor, 12 GB RAM, 512 GB SSD, Keyboard, mouse. 24" LED Screen with original Window 11 Professional with or better.

**Note:** Microscope, Camera & Software should be same from make manufacturer for better compatibility.

The system should have two USB output ports.

**Certification:** ISO/USFDA/EU-CE certified.

### **Basic Autonomic Function Testing.**

Four channel polygraph system for autonomic and vascular function test the system should have following components and features to fulfil the requirement for performing autonomic function test.

- 1. The system should be able to record pulse, PPG, EMG, EOG, EBG, heart rate variability.
- 2. non-invasive continuous blood pressure monitoring in human with systolic, diastolic and other haemodynamic
- 3. Parameters CO, SV, TPR etc using volume clamp principle by finger photo plęthysmography.
- 4. Continuous ECG monitoring and recording with real time cardiac vector analysis.
- 5. multi-channel universal bio amplifier to record ECG, MEG, EEG, EOG etc.
- 6. Dynamometer to study handgrip strength profile with balance board for static past urography-studies communicates via Bluetooth on same software,
- 7. Number of channels: 24 or more channels using high speed USB Data Acquisition system High sensitivity and sampling rate of 10 Khz or more per channel (aggregate speed).
- 8. ADC resolution =16 bits or more.
- 9. The Beat-to-beat Blood pressure monitor should be supplied with Height

- correction and Finger cuffs of Three different sizes (i.e. small, medium && large) and should have accuracy: 1% of full scale (max. 3 mmHg), zeroing automatic and finger cuffs should be reusable finger cuffs with unlimited usage and self-life of at least 3 years or more.
- 10. The continuous blood pressure monitor should be a portable device and easy to carry weight of not more than 5 kg.
- 11. Transducers for pulse, Respiration Sensor, Airflow, Temperature measurement, Hand dynamometer and other accessories required.
- 12. Hand Held tonometer operating on the principle of applanation tonometry for Vascular function Testing. recording and analysis on same software (Qty 1).
- 13. Wireless belttsensors to record ECG signals, Acceleration (3 axis), Activity, Respiration, Skin Temperature, electrodermal activity, SPO2, Pulse with real time data transmission range of 100 meters or more.
- 14. The Wireless device should have data logging mode and extended battery option.
- 15. All transducers and accessories wired and wireless should record and analyses in same software simultaneously and independently as per user demand.
- 16. Licensed Software: It should have various automatic analysis modules for online and offline analysis like ECG. HRV (Time domain & frequency domain), Blood pressure, Cardiac output, Peak analysis, BRS. Video synchronisation, spike histogram etC.
- 17. Online & offline analysis with various export options for common formats like txt, csv etc
- 18. Real time (Online) data export to excel and MATLAB. 19. The software should be provided with a 5 year of free updates and upgrades.
- 19. The software should be provided with a five year of free updates and upgrades.
- 20. Computer systems: Intel Core i7, Genuine Windows 8 professional. 20-inch LED Monitor 4GB RAM, 1 TB Hard Drive. DVD. Facility for internet connectivity. Laser printer and 2 KVA UPS along with trolley and working table.
- 21. Motorized electric tilt table (0-90 degree)
  - Safe working load and lifting capacity (from minimum height) of 180 kgs.
  - Large wheel design, with central locking & steering facility.
  - Individual banking castors with electric height and tilting operation with hand switch control and tilt angle inclinometer as standard.
  - Adjustable angle dual foot boards- positive and negative (+ 15 to -30 degrees).
  - Lowers to wheelchair height for ease of patient transfer.
- 22. Proper demonstrations to be carried out before finalizing.

- 23. Online training should be provided by the company experts for 7-10 days.
- 24. 5 years warranty on main hardware.
- 25. Should be European CE/ USFDA/ BIS certified.
- 26. The system should have world-wide installation, acceptance and recognition in published research papers globally. Performance certificates' should be provided from the user using the system in India abroad.

## HRV System for Humans.

- The system should have at-least 4 input channels.
- The system should have inbuilt dual bio amplifier and 2 general purpose Amplifier
- High Sampling rate of more than 100 Khz and High resolution of 16 Bits.
- Facility for recoding multichannel ECG, EEG, EMG, EOG parameters
- Facility far ECG 1eads (1, I, III, aVL, aVF, aVR etc.) with real time cardiac axis and vector analysis.
- Automation Heart Rate variability analysis (Online and offline) from Human. Should provide Frequency and time domain HRV analysis in human on same software.
- Specialized analysis plot should be plotted automatically offline and while recording the data (online) like Poincare Plot, Period Histogram, Delta NN Histogram, Tachogram Plot, Power Spectral Density and Spectrogram Plots etc
- Same Software should generate Automatic HRV report with time domain and frequency domain parameters (Online and .Offline)
- Should have an option for printing ready to use report and graphs and plots can be copied easily for the presentation
- Online data streaming to MS Excel and MATLAB and Editable macros for customization
- It should allow user to export txt, Excel, Graph Pad Prism, QuickTime, Way, Text etc.
- Automatio starting at preset times and control of recording duration using the software.
- Should have easy commenting and event marking and data selection tools.
- Constant Current human safe inbuilt Stimulator with range at-least 0-20mA with compliance 100V should be Integrated and synchronized with software for stimulus marking and Analysis.
- Complete accessories should be provided.
- The analysis software should have free update & upgrades for 5 years.
- Should allow free data file sharing & calculations with distinct user.
- Necessary certificate for safe-use for human.
- ISO certificate from manufacturer.
- IEC Certificate for the Quality and Safety certificate should be provided.

• Manufacturer should have more than 7 years of experience for the quoted model. Mandatory demonstration and training.

#### **SPECIFICATIONS FOR NGS**

- 1.System should be a simple bench top instrument that enables rapid and Scalable sequencing experiments and occupy minimal lab footprint.
- 2. The technology should be based on Semiconductor sequencing chemistry with addition of natural nucleotides in sequential manner enabling faster sequencing runs within to4 hrs.
- 3. System should be able to perform applications like Targeted oncology panels (Solid tumor including comprehensive panel with >500 genes), Cell free DNA panels, Hemat oncology with MRD, Immuno-oncology, inherited diseases, Small RNA Sequencing 16s Metagenomics, Microbial genome sequencing, etc.
- 4. System should be able to perform whole human exome, whole transcriptomeand genome wide gene expression sequencing in a single run.
- 5. System should have capability to generate data output of 20 GB or more high-quality filter data from a single run.
- 6. The system should be able to generate at least 100 million reads or more from single end from single sequencing run. The system should have flexibility to generate data of 2M, SM, 15M, 70M and 100M using different chips as per requirement.
- 7. System should support read length of 200bp, 400bp && 600 bp from singleend sequencing for various applications.
- 8. System should include a powerful on-board hardware with at least 20 TB of usable data storage capacity and must include all necessary software components to deliver signal processing, base calling, read alignment, variant calling, QC report for data, and downstream secondary analysis of data.
- 9. The system should have access to decision-making software to generate report against proper guidelines, therapies, and clinical trials to assist and interpret the results of the clinical oncology samples.
- 10. Manufacturer should have off the shelf readymade Oncology panels covering SNVS. InDels. CNVS and Fusions from DNA and RNA in the single workflow when applicable: solid tumor multi biomarker (>50 genes) assay, Solid cancer comprehensive panel (500gene or more including TMB, MSI, LOH, HRD, detection of novel fusions), various tumor specific panels for molecular profiling and clinical research of specific tumors (such as bladder, prostate, melanoma, kidney, liver and others), Myeloid panel. cell free panels for comprehensive profiling (50 genes), lung, breast & colon for

- critical liquid biopsy samples(LOD of 0.1%) and various immuno oncology panels for tumor mutation burden, immune response B cell & T cell characterization, Pan clonality assessment including MRD, Somatic hypermutation detection and Myeloid MRD panel. Panels should have Coverage uniformity >95% and on-target reads >900.
- 11. Manufacturer should have chemistry for sequencing applications where ultrahigh sensitivity is required, such as detection of low-frequency alleles in circulating tumor DNA and should have an option to design custom gene panels to find variants with a very low limit of detection-down to 0.1% for cell-free DNATNA (cfDNA).
- 12. Off the shelf panel for expanded carrier screening, 16s Metagenomics kit covering 7 variable regions, AMR, comprehensive profiling of microbial diversity of the human gut microbiome offering increased resolution (8 variable regions) and specificity of species- level detection compared with traditional 16S rRNA sequencing for key organisms associated with immunological conditions like cancer, diabetes and autoimmune diseases, gastrointestinal (GI) disorders, and infectious disease research.
- 13. Manufacturer should have powerful content selection engine with genes classified according to various inherited diseases to assist in panel designing. System should have availability of custom panel designing option with high throughput multiplexing capability for around 5000 amplicons in a single reaction.
- 14. Must include fully automated walkaway solution for Library preparation for targeted oncology panels.
- 15. System should be able to work with samples with low-input DNA/RNA or degraded samples or FFPE tissue and should be able to prepare libraries from at least 10ng of low- quality DNA or RNA.
- 16. Manufacturers should have off the shelf 384 barcodes in kit format for various application to perform multiplexing in a single run.
- 17. System should offer the user-friendly sequencing experience, such as, intuitive touch screen user interface, RFID tracking and pre-mixed/pre-filled integrated reagent cartridge for minimal user intervention.
- 18. The quoted model should have more than 4000 research publications in peer reviewed journals.
- 19. Company should provide onsite training and support during warranty period.
- 20. The vendor should also provide at least 15 satisfactory performance reports of quoted model from installed sites in India from Govt. sites.
- 21. All t the civil and electrical work required for the installation as well as functioning of the said equipment shall be borne by the vendor (turnkey arrangement).

	TADESTATION Automated Analysis
1	TAPESTATION - Automated Analyser  Automated Analyser for quality control (OC) of DNA and RNA complex. The
1.	Automated Analyzer for quality control (QC) of DNA and RNA samples. The
	Instrument should be used for analysis of Sample size, Quantity, Molarity and
	Integrity.
	Instrument should be used for below QC applications.
	QC of genomic DNA (gDNA) including DNA Integrity Number
	QC of cell-free DNA with percent of cfDNA purity
	NGS library QC
	Analysis of amplified libraries.
	PCR and multiplex PCR fragment analysis
	QC of quantitative PCR products.
	Quality and quantity of total RNA samples from eukaryote or prokaryote origin
2.	QC Analyzer instrument should analyze any sample number up to 96 samples at
	constant cost per sample.
3.	Instrument should be capable to run following application Kits.
	DNA Kit (Sensitivity of 0.1 ng/uL)
	High Sensitivity DNA Kit (Sensitivity of 5 pg/uL
	RNA Kit (Sensitivity of 5 ng/uL)
	(
	High Sensitivity RNA Kit (Sensitivity of 100 Pg/uL
	Genomic DNA Kit (200 to > 55,000 bp & Sensitivity of 0.5 ng/uL)
	Cell Free Kit (50 to 750 bp & Sensitivity of 20 pg/uL)
4.	An automated system from sample/reagent loading, processing to analysis with
т.	zero cross contamination.
5.	No manual Gel dye mix steps for sample preparation should be required.
	Instrument should have automated loading and walk away operation.
6.	The instrument should have pre-casted agarose gel devices ready to use for
	different sample types.
7.	The system must be able to accommodate maximum sample volume of 1-2 ul of
	precious sample for all applications including High Sensitivity Analysis.
8.	The system should be supported with optimized and validated kit for Genomic
	DNA and Cell-free DNA.
9.	The instrument should be based on traditional electrophoresis and Should not be
	on capillary based system requiring 1min/sample for analysis.
10.	The system should support DIN and RIN algorithm to measure the quality of the
	DNA and RNA.
11.	The instrument software must offer feature for calculating the stability of RNA
	and DNA.
12.	System must offer individual tips for sample loading to avoid any contamination
	issues.
13.	The system must not use any fragile capillaries for electrophoresis. Instead,
10.	rugged chips / tapes / plates and tubes must be used.
14.	The system should have integrated QR code scanner.
15.	The system must not depend on use of any external/internal gas cylinder /

	vacuum pump for running the instrument.
16.	The Kits required for the system must not use any mineral Oil for preventing
	sample evaporation
17.	The instrument must be offered with kits of pack sizes of 100-150 reactions or
	less to avoid reagent wastage and kit expiry.
18.	The instrument should be recommended by the sequencer OEM in their protocol
	as a necessary step for sample Qc.
19.	The instrument should have minimum 50 reference Installation in NGS QC Labs
	user list to be provided.
20.	performance certificates from 10 users to be attached to ensure performance.
21.	Reference should be provided from OEM of NGS Instruments as the validation
	system for DNA and Library Qc.
22.	Onsite demo of the machine should be provided for the technical evaluation and
	also has to perform NGS library qc, all samples and reagents for demo has to be
	arranged by bidder.
23.	warranty 3 years
24.	Desktop with i5 processor and UPS
25.	Starter kit required for HS DNA, and RNA each should be provided along with
	the instrument.
26.	Instrument should Enables estimation of DV200 (evaluates the percentage of
	fragments of >200 nucleotides), to address the unique QC challenges of FFPE
	RNA, a tool to reliably classify degraded and low-address the unique QC
	challenges of FFPE RNA, a tool to reliably classify degraded and low-quality
	RNA by size and effectively parse samples suitable for NGS from unsuitable
	samples.
27.	
	of the said equipment shall be borne by the vendor (turnkey arrangement).

Sr. No	Specifications of Reverse Osmosis Plant for hemodialysis with capacity of 1000 L/h
A)	PRE-TREATMENT MODULE
a.1	raw water mesh filtering size 100 microns to prevent big dust/ sand particles with back wash control.
a.2	There should be an automatically controlled Solenoid Valve to fill the Raw Water Tank.
a.3	Vertical raw water tank of food grade quality of 750 litres capacity with automatic water float and dry run protection.
a.4	raw water booster pumps (Stainless Steel 316) with capacity of 3O00 LPH.
a.5	Micron particle filter after booster pumps tor removing suspended particles more than 20-micron size.
a.6	Zeolith Fliter with particles of different grade & should have fully automatic backwash & rinse cycles every day.
a.7	Double water Softener: with fully automated digital display one in operation

while the other in standby and vice-versa with sample valve, Brine tank and
automatic regeneration capacity.
Double activated Carbon filter to remove Chlorine and Chloramines with
sample valve. It should have fine carbon granules should have fully automatic
backwash cycle & rinse cycle every day.
Micron particle filter after activated Carbon filter for removing suspended
particles more than 5- micro size.
All pre-treatment modules should have programmable back wash and
regeneration facility Pressure monitoring facility.
Pressure monitoring facility of all filtering stages.
Sample valve facility for all filtering stages.
Should have the provision of pre-treatment connectivity for monitoring.
Zeolith filter, activated carbon filter and sample valve design should be as per
ISO 23500-2.
R.O. UNIT FOR MAIN TREATMENT
Distribution of RO plant water sufficient for at least 20 ports (for HD Machines
and other ports like; dialyzer rewash,
dialysate fluid composition etc).
R.O. Unit should have fully integrated, compact design and Housing mounted
system with wheels housing membrane. high pressure pump and bypass
mechanism.
R.O. water far haemodialysis to be applied in therapies such as HD, SLED,
HDF and HE.
Plant capacity -1000 Litres/Hr.
Microprocessor/microcontroller controlled Dual stage RO water system.
There should be microprocessor-based emergency operation option available
in case of electronic failure, bath stages should be capable of working
Independently to produce dialysis quality water as per I5O 23500 if one stage
fails.
Both stages of RO should be connected in series and should operate together or
individually in fail-safe mode.
System shall have auto start/stop based on water level in the supply tank.
System shall be equipped with electrical panel for plant protection.
RO Unit should have fully integrated, compact design and Housing mounted
system with wheels, housing membrane
high pressure pump and by pass mechanism.
Should have fully automatic volume-controlled permeate heat and chemical
disinfection cycle.
The complete system should be fully programmable.
In built capabilities to show on display for Permeate (Supply in litres/min,
Temperature) & for Raw Water Consumption in Litres/min & Pressure).
Alarms against low feed water, high output conductivity and high
temperature of pump motor.
The alarms should be visible/audible in dialysis unit.

b.17	The unit should be programmable and automatic rinsing/flushing facility at
	regular intervals when system is not in use.
b.18	Should have the provision for auto-suck disinfectant instead of manual.
b.19	Emergency mode operation to run permeate output in case of electronic
	failure.
C)	RO MEMBRANE
c.1	Efficiency of unit with maximum saving of water upto 75% (dynamic) of
	overall RO Plant, cumulative efficiency of stage 1 & 2.
c.2	There should be cross flow mechanism across the membranes.
c.3	Should have rejection rate of >99% for bacteria & endotoxins and >96% for
	dissolved salts.
c.4	Sample valves for permeate should be provided.
D)	POST TREATMENT.
d.1	Direct feed for full closed loop distribution piping system.
d.2	Disinfection Provision Automatic Disinfection with both chemical/hot water
	and chemical -based decalcification of RO membranes.
d.3	The permeate should be supplied to distribution loop using PEX piping and
	Stainless Steel 316 push pull type connectors for water outlet at dialysis
	machine connecting points at minimum 30 points with a provision to increase
1.4	more if required.
d.4	ISO 15883 volume control integrated auto programmable heat disinfection
1 -	permeate loop connected with ISO 15883
d.5	The distribution loop should contain loop pressure regulator to maintain the
Τ'	desired loop back pressure.
E)	USER INTERFACE
e.1	Digital display of values of conductivity/permeable flow
. 2	/temperature/pressure monitoring/reject flow
e.2	Touch screen/button type illuminated display to easy to operation of user.
e.3	All software update to be provided free of cost.
e.4	Provision for display of all parameters in a desktop via.
o F	Erthernet/LAN(remote operation)
e.5	Provision of data acquisition for monitoring of pre-treatment units through
F)	USB/LAN/Ethernet. CERTIFICATIONS & REPORTS.
f.1	
1.1	Submission of Test Report for permeate water quality as per ISO 23500:2019 from Central Govt/NABL/ILAC accredited Lab to prove the conformity to
	declared specifications after installation.
f.2	Output water quality should match ISO standards at all times.
f.3	Product certification EU-CE/BIS/US-FDA and ISO 26722-20214 and
1.0	appropriate medical device certification like ISO 13485
f.4	Tender should have be submitted with full quality assurance certificate
1.4	(EC/BIS/ISO)
f.5	Certification, performance and safety standards should be specific to the
1.0	device.
f.6	Supplier to perform installation, safety and operation checks before handover.
1.0	Supplier to perform instanation, safety and operation checks before nandover.

f.7	All Pre-installation requirements along with site preparation should be
	provided by the seller to the buyer will in advance before the supply of
	equipment.
G)	MAINTENANCE AND SERVICE.
g.1	Bidder must provide on-site training to hospital personnel. The training
	should be comprehensive covering basic working aspects plus machine trouble
	shooting aspects and it should conducted by full-time qualified trainers who
	should also issue a certificate to personnel at the end of training.
g.2	Bidder should must provide water quality testing (microbial), endotoxin and
	chemical including heavy metals, as per AAM/ISO standards from a Central
	Govt/NABL/ILAC accredited Lab (that is acceptable to Dialysis Unit in-
	charge) at the start at no additional cost.
g.3	Hardness and Chorine test kits to be provided.
g.4	Bidder should have the in-house engineer support facility for 24hr within the
	territory.
g.5	A Log book with instruction for daily, weekly, monthly and quarterly
	maintenance checklist and tests must be provided according to guidelines and
	manufacturer recommendation, the job description of the hospital technician
T T\	and company service engineer should be clearly spelt out.
H)	ESSENTAIL CRITERIA.
h.1	Manufacturing company should have an installation base of sufficient number
	and capacity of RO systems for haemodialysis in India. Only those vendors
	with at least 10 RO System in India in which at least 25% of them should be of
h.2	1000litre capacity or more will be considered for eligibility.  The bidder must submit at least five performance certificates for
11.4	hospitals/institutions where a similar RO plant has been installed.
J)	ADDITIONAL FEATURES.
j.1	Should have dynamic water-saving technology and rinsing system.
j.1 j.2	System should operate in 3 phase supply.
J. ∠	System should operate in 5 phase supply.

## Specifications: High Performance Liquid Chromatography.

S.No.	Description	Requirement details.
1.	HPLC SYSTEM	<ul> <li>HPLC system needs to be modular for flexible configuration while appearing as one integrated system</li> <li>HPLC System must support a pressure of 10000 psi.</li> <li>The system flow path must support chloride concentration of up to 0.1 mol/L.</li> <li>System is capable for testing of quantitatively and qualitatively analysis.</li> <li>All unit must be from the same manufacturer.</li> </ul>
2.	Binary Pump	<ul> <li>Pump should have operating principle Serial dual-piston pump</li> <li>The pump should support a pressure of 10000 psi.</li> <li>Pump should be capable of high-pressure gradient</li> </ul>

		Proportioning. Flow range of 0.001/min to 10 mL/min Pump should have compressibility compensation Fully automated, independent of mobile phase composition Pump must have Pulsation Typically <1.0% or <0.2 MPa, whichever is greater. Flow accuracy of the pump must bet0.1% Proportioning accuracy must be ± 0.5% of full scale. Proportioning precision of the pump must be below 0. 15% SD. Pump must have dwell volume 400 uL pH range of the system must be from 1-13 with chloride concentration up to 0.1 mol/L. Pump must have built in safety features like Leak detection and safe leak handling. excess pressure monitoring.
	Auto mpler	The Sampler should support a pressure similar to pump. Auto sampler must have Operating principle Split loop injection Carryover of the Auto sampler must be <0.002% with Caffeine solution. The sample capacity with <1.5ml vials is 216 numbers of vials. The Auto sampler must recognize the used sample racks by barcode reading The Autosampler must have temperature control 4-40 deg C Autosampler has to support injection volumes range from 0.01-100 µL. Sample temperature accuracy -2 °C/+4 °C Sample temperature stability ±1 °C Autosampler should have carry over <0.002% Injection linearity must be above >0.99999 (caffeine in water) Injection accuracy must be typically ±0.5% Minimum sample required 2 µL at 1 µl injection volume Auto sample must have external needle wash facility to reduce carry over. Injection cycle time of the auto sampler down to 8 s depending on separation condition. Autosampler must have built in safety features like Leak detection and safe leak handling.
4. Co	olumn • ompar ment	The column comportment must equipped with dual (Force and Still air ) modes of Heating festol cooling for seamless method. transfer by choosing between forced air

	<u> </u>	
		<ul> <li>and still air thermostatting to mimic other column thermostats.</li> <li>Column compartment must have a temperature accuracy t0.5C Colunn compartment must have a temperature range from 5°C to 80°C.</li> <li>Heating performance of the column compartment:</li> <li>From 20 °C to 50 °C (±1 °C) in &lt;15 min.</li> <li>From 25°C to 40 °C (t] °C) in 5 min.</li> <li>Cooling performance of the column compartment.</li> <li>From 50 °C to 20 C (#1 C) in &lt;15 min.</li> <li>The column compartment must hold 2 columns of 300 mm length</li> </ul>
5.	Diode Array Detector	<ul> <li>Detector must have light source Deuterium &amp; Tungsten lamp.</li> <li>The detector must typically providea linear range up to 2.2 AU</li> <li>The wavelength range of the detector must range from 190 fo 800nm.</li> <li>The drift of the detector must be below lxi 0-3AU/h</li> <li>Noise of DAD a 254 nm must be less than 6x 10-6AU.</li> <li>Detector must have Spectral bandwidth Pixel resolution:1 nm</li> <li>Detector must have Wavelength calibration Internal calibration with D-alpha line of the deuterium lamp</li> <li>The detector must provide a data collection rate of up to 125 Hz.</li> <li>The detector must be able to record 8 channels plus 3D field simultaneously.</li> <li>The dispersion volume of the flow cell must not exceed 13 μL.</li> <li>should have 10mm path length.</li> </ul>
6.	Fluoresc ence Detector	<ul> <li>Light source must be Xenon flash lamp.</li> <li>Wavelength Rage for Excitation :200-630nm for Emission: 220-650nm.</li> <li>Emission should have a filter Fixed: 280 nm.</li> <li>Data Collection Rate must be 100Hz for single channel acquisition.</li> <li>Single Spectrum Scans or FL Field Acquisitions: Excitation, emission, or synchronous mode.</li> <li>The xenon lamp must feature three different selectable flash frequency modes: Long Life[-20Hz): Standard (-100 Hz): High Power (-300 Hz) for optimizing the sensitivity or lamp lifetime.</li> <li>Spectral Bandwidth of the detector should be Excitation: 20 nm; Emission: 20 nm.</li> </ul>

		<ul> <li>Sensitivity Raman Criteria must be S/N: &gt;500 ASTM Over the entire lifetime of the lamp (&gt;2100 using dark signal as noise reference).</li> <li>Flow cell volume 8uL.</li> <li>Flow Cell Thermostatting 15 °C above ambient to 50 C should be maintained.</li> </ul>
7.	Chromatog raphy Software	<ul> <li>License version of Chromatography data system software. The software should be a strictly validated/original licensed copy software with specific part number mentioned in the offer [Pirated version of the software will be not be allowed and if found the offer will be strictly rejected]</li> <li>Chromatography data system software for control, acquisition. processing, &amp; reporting.</li> <li>Software should be 64-biesigny windows 10 Professional or latest version.</li> <li>It should be 21CFR Part 11 compliance.</li> <li>Audit trial should automatically monitor users' action and records a modification history.</li> </ul>
8.	Suitable PC & Printer	Suitable PC & Printer with UPS of 30 min backup should be included.
9.	Warranty	05 years warranty for the system should be provided.

U	Itra-Low Freezer 86C.
	1. Freezer Capacity should be of 500 Ltr or more
	2. System should have temperature range from- 50 °C up to-86°C with 1°C increment & ± 5°C Uniformity.
	3. Machine should be an energy-efficient with power consumption approx. (12 KWh/ day or better.
	4. Fully programmable microprocessor controlled with touch screen having Event Log information.
	5. Freezer should dissipate minimum heat to the environment, energy-efficient and BTU/hour should not be more than 1800 BTU/hr.
	6. Freezer must use natural refrigerant and the refrigeration system must be energy efficient with SNAP (Significant New Alternatives Policy)-compliant, environmentally friendly, water-blown foam insulation panel.
	7. The machine should be quiet and sound should not exceed 52 db.
	8. Freezer must be ROHS/WEEE Compliance required.
	9. The machine should be capable of accommodating chart Recorder.
	10. Warranty:- 5 years for freezer and compressor.
	11. Offered Model should be USFDA approved.
	12. 5 KVA should be provided with the System.
<u>A</u>	dvance Physiological Acquisition system for HRV
	The system should be able to record and Analyzer.

- The system should have at least 4 inputs upgradable to 32 channels.
- High sampling rate of at-least 10 KHz or more.
- ADC Resolution:- 16 bits or more
- Dual Channel Biopotential amplifier for multichannel ECG, EMG,EEG, EOG etc.
- ECG Multi leads configurations Lead I, II, III, aVL, aVR for real time vector cardiography analysis on same software.
- System should be supplied with dual channel universal bio amplifier with input range of  $\pm 100\mu$  V to  $\pm 100$  mV, input impedance of ;IG  $\Omega$  and noise  $1.5\mu V$
- Bio amplifier should have wide range software-controlled filters, trigger, gain and sampling rate and should have CMRR of minimum of 100dB at 100 Hz
- Transducer and accessories:- Pulse, respiration belt, Disposable ECG and EMG electrodes (100), reusable ECG electrodes, Grip force transducer, cardio-microphone, ECG, Pulse Transit time, Heart Rate Variability (HRV)
- A Pre-calibrated ready -to- use strain gauge based isometric Metal dynamometer with a linear response with auto calibration facility synced with other parameters.
- Inbuilt Human Safe and certified isolated stimulator for Nerve conduction velocity.
- The software should have step by step instructions, protocol and experimental design for performing various experiments in physiology teaching applications. Also should have sample data for animal experiments for demonstrating to the students.
- Four force sensor based balance plate to access the body sway and posture parameters like distance and direction travelled by Centre of Force (CoF), Variability in distance travelled by CoF, weight-bearing percentage (left/right, fore/rear foot) etc analysis along with EMG data on same software.
- It should display data in scope mode and chart mode. It should allow calculation of rate, period, frequency, min, max, count, integral, derivative, height etc, from raw channels in foofline as well as online mode.
- Software should allow the export of raw data in . txt, mat, wav, abf, pxp, binary and edf, formats
- Should have an option to integrate video camera for subject monitoring during the recording
- Software should allow OLE linking of data to MS Excel.
- Software should perform On-line & Off-line analysis on same software.
- Heart Rate Variability (HRV) analysis Time &; Frequency domains, Tachogram, Histogram plot, Poincare plot, Power Spectrum plot and automatic report etc..
- ECG analysis Averaging, PQRST amplitudes and intervals, QT vs RR,
   QT vs Time, RR vs Time, Waterfall plot. ST elevation and report.

- Vectocardiography (VCG) Analysis:- real time analysis of the magnitude and direction of the electrical forces that are generated by the heart along three orthogonal places of the body on same software.
- Peak Analysis and Spectrum analysis , Video capture.
- Should have option for Mathematical function and Statistical analysis and export to other software like MATLAB, Excel, Quick Time, Wav, Text etc for desired interpretation of the data.
- The software should provide an easy file sharing option to a distant user with out involving ny cost with a 5 year of free updates and upgrade.
- Portable acquisition and analysis system (intel i5, 16 GB RAM, 512 inch LED Monitor etc)
- Onsite proper demonstrations to be carried out before finalizing.
- Quality and safety certificates like CE/IEC/FDA/EU/BIS/CDSCO compliance and ISO 9001 certificates from manufacturer must be provided.

#### **ECG Machine 12 Channel**

- Must be BIS certified or European CE Certified from 4 digit Notified Body or USFDA Approved pfrodut
- ➤ Must be CDSCO Manufacturing License (License to be enclosed)
- ➤ Must have IEC Test report from Govt./NABI approved Lab [certificate to be enclosed along with NABI Certificate.
- ➤ Must have valid ISO 9001 certificate
- ➤ Must have EN ISO 13485 certificate.

Widst have EN 150 15465 Certificate.	
S. No.	Specifications
1.	Should be user friendly and easy to operate
2.	12 channel ECG Machine, 121 Lead Simultaneous acquisition
3.	Must have7" colored LCD touch screen and should be of fixed type.
4.	It must have full interpretation analysis.
5.	Interpretation on the TFT screen of the machine before printing.
6.	Filters: low pass filter, baseline drift filter, notch filter, High Pass filter
7.	CMRR: - 100dh
8.	Must have full alphanumeric Keypad to enter patient information quickly with
	shortcut keys for quick access.
9.	Should have various indications on machine. PAPER EMPTY, BATTERY
	STATUS, LEAD OFF QRS BEEP AND WARNING TO FULL ID BEFORE
	STORAGEOF ECG IF REQUIRED.
10.	Recording Printing speeds: 25mm/s and 50mm/s
11.	There must be highly informative print out on A4 Size thermal papers printing.
12.	Machine can be used a PC ECG for live data recording on PC.
13.	It must have inbuilt storage of 2000 ECG which can replayed on screen and get
	the printout with complete details of patient.
14.	All stored data can be transferred to computer and through PC ECG software
	analyses and able to get printout on A4 size plain/graph paper.

15.	It must have facility of PDF transfer from machine to pen drive directly.
16.	Must have facility to update machine software in the filed by connecting Pend
10.	drive directly to machine.
17.	Must have Power saving mode with selectable time period.
18.	It must have facility of Online help through PC software.
19.	Must have 24 Bit ADC
20.	Unit should be able to print Right precordial lead with notation
21.	Should be able to print left posterior leads
22.	Resting Rhythm for long Recording) available in 1 Min, 5, Min Durations.
23.	Should have option to store continuous ECG of selected lead for 1 min, 5 min, 10
	minute.
24.	Should have QT correction by Bazett, Fredericia, Fremingham or Hodges.
25.	Must have sampling rate of 500 samples /sec/channel
26.	Must have facility to connect USB Printer.
27.	Recording Printing Paper: A4 size (Z-Fold 210mm)
28.	Should have versatile recording modes Auto / manual / Rhythm recording of
	6x2, 3x4 + IL, 3x4+3L,12x1, 12x1+int and Med+3L format/12 leads manual
	selectable long lead of 1 minutes
29.	Should have 100 standard ECG records on full battery charge
30.	Should have 12 leads simultaneous acquisition to get ECG measurements and
	ECG on screen helps to check ECG signal quality before printing.
31.	It should have battery backup of 100 ECG printouts on thermal paper, which
	provide ease during mobility of machine inside or outside the hospital.
32.	Should have selectable long lead helps cardiologist in identification of any type
	of Arrhythmia/abnormalities
33.	It should have LAN facility.
34.	Should show 12 median on printout
35.	Should have display format: 12x1. 6x2
36.	Input Circuit Protection: Defibrillation protection built – in
37.	Alarm & indications: Lead off Detection, QRS beep, Paper Out, Low Battery,
	Patient storage status
38.	Power Supply: 1Ø,110-270V AC, 50,60 Hz, 1A
39.	Accessories patient Cable -1 No.
	Z-Fold Paper Rim 02 Nos. (Per Rim 100 Sheets)
	Chest Electrodes Adult: 1 set
	Lim Electrodes Adult: 1 set
	ECG Jelly -01 No.
	USB Cable-01 No.
	Power Cord -01 No.
	Earthing Cord: 01 No.

S. No	Air Purification System
1)	Should be designed to kill bacteria, Viruses and Fungus in the indoor air
2)	Should eliminate other environmental pollutants like particulate matter and voc
3)	Should be suitable for areas of > 40 square meter
4)	Should have multi-stage mechanical particle arrestors for removing particles with a very high efficiency.
5)	Should use a hybrid nano-photocalytic filter to produce plasmatic hydrogen ions for continuous decomposition of VOCs and destruction of microorganisms
6)	Should have dual stage AFC for VOC management
7)	Should have 2 curved UVC lamps for germicidal activity and activation of the hybrid photohydro-ionizer.
8)	Should have a PCI generator for controlling VOC and suspended particulate matter working like a scrubber.
9)	Should use CD SD Technology for gas based disinfection.
10)	Should not require liquid disinfectants or consumables for fumigation
11)	Should monitor the UV intensity online and indicate UV change requirement either visually or acoustically he system
12)	Should have a continuous, real time, online monitoring of the HEPA filter. It should give and indication in case of choking breach of filter integrity.
13)	The system should have a module which uses flash thermal energy for continuous decontamination of air.
14)	The module should be fan tree not use any toxic chemicals for air disinfection
15)	Both modules should be programmable for switching on and off at different time intervals.
16)	The system be compact, either mobile or wall mounted.
17)	The system should be manufactured by high quality manufactures. The manufacturer should be ISO 9001-2008, ISO 14001-2004, 1SO 13485-2003, WHO GMP/ GPP certified
18)	System should be CE certified as class I medical device
19)	Electrical requirement- 220-230V / 50-65112
20)	All components spares should be available with the OEM/supplier.
21)	Other Requirements:-Complete circuitries diagram/operating manual and product literature to be supplied at the time of delivery of the equipment.
22)	User Trial Required:- Equipment will be required for demonstration during technical evaluation

	Cytocentrifuge
S. No.	Items Description
1.	The equipment should be a Bench-top centrifuge for cytology specimens and should be capable of thin-layer cell preparation for retrieving cells from

	various body fluids and preserving their morphology.
2.	Should be capable of processing up to 12 Specimens at one time
	Should be provided with standard accessories such as cytoclips to hold
3.	reusable sample chamber against microscope slides for preparation
4.	Clips should be autoclavable and reusable of SS.
	Should be resistant to fluid spillage on the electronic components with
5.	capped disposable sample compartments / chambers for elimination of
	aerosol.
6.	Safety alarms for any abnormal operation should be available.
	Microprocessor based controls and programming for time and speed
0	Should be compliant with international standards for electrical equipment
8.	requirements for laboratory use.
9.	Power input: Voltage requirement:220 V,50 Hz
10.	RPM Should be 200 to 2,000 atleast
11.	User list of hospitals using quoted model should be provided
12.	Should perform yearly calibration and preventive maintenance (2nos) during
	warranty & if entered into AMC (includes unlimited breakdown calls)/CMC
	(which will include spare replacement, consumable spares, breakdown calls)
	Testing & measuring equipment used should be traceable to SI units through
	National/ international standards (As per NABL norms). To submit SOPs for
	PMS at theof installation / commissioning.
13.	Performance certificates of IQ,OQ,PQ tests to be submitted at the time of
15.	installation/ commissioning; if desired by the end user.
14.	Submit the technical data sheet along with the broachers as a tender
11.	document with reference to the quoted make & model.
	Specify list & cost of consumable's/consumable spares (i.e.spares need to be
15.	replaced at regular intervals, maybe quarterly/half yearly/yearly such as
	annual maintenance kit etc.) if any.
	Specify pre installation requirements [electrical, HVAC, Compressed air (
16.	please specify required air pressure), water requirement (Ro/Dl/Distilled
1.7	water with its pressure, flow rate per hour); if any of the above is essential]
17.	Specify footprint size & weight.
10	Demo of the quoted model, will be required if so desired by the user, after
18.	the opening of the technical bid and prior to opening of financial bid. This is for technical evaluation.
10	
19.	Pre-dispatch inspection at factory will be required if desired by authorities"  Visit the site to check whether quoted model can be accommodated in the
20.	available space.
21.	Specify power consumption.
∠1.	Local service support: should have local office and service support/service
22.	for attending the breakdown calls.
	Response Time: Should not be more than 1.2 hrs from lodging a breakdown
23.	complaint on toll free or by email.
i)	Warranty – 2 years.
ii)	AMC : 2% of FOB cost per annum will be considered for all bidders for 8
11)	AMC. 270 of 100 cost per aritum will be considered for an oldders for o

	years after warranty
iii)	Back to back assurance to be taken by the supplier from OEM to supply
	spares for minimum 10 years and to be submitted.

	Biosa	afety cabinet class II/Type A2
size 6 Ft	1.	NSF 49/EN1249 or equivalent standard design
	2.	
		type A2; 304 stainless steel interior Epoxy-coated steel exterior
		Removable, seamless, dished work surface with lift out knobs door-
		fully closing , clear 1/4" tempered safety glass sash counterbalanced with base stand .
	3.	Class 100, supply and exhaust through HEPA filters. Inflow velocity
		of 105 fpm (0.5m/sec), down flow velocity of 55 fpm (0.3 m/sec) 70% air re-circulating.
	4.	UV and sufficient illumination for work space.
	5.	True air velocity sensor for monitoring the condition of all HEPA
		filters as well as work space.
	6.	Installation and onsite validation calibration certificates: manuals,
		operation, maintenance & part list with detailed specifications
		operational and maintenance training .
	7.	Front Air grill vent should be V- shaped so that when we are working
	0	by keeping the arms on the grill inflow of air is not effected
size 4 Ft		Should be European CE certified.  NSF 49/EN1249 or equivalent standard design
SIZE 4 Ft	2.	
	۷.	type A2; 304 stainless steel interior Epoxy-coated steel exterior
		Removable, seamless, dished work surface with lift out knobs door-
		fully closing, clear 1/4" tempered safety glass sash counterbalanced
		with base stand.
	3.	Class 100, supply and exuast through HEPA filters. Inflow velocity
		of 105 fpm (0.5m/sec), down flow velocity of 55 fpm (0.3 m/sec) 70%
		air recirculating.
	4.	UV and sufficient illumination for work space.
	5.	True air velocity sensor for monitoring the condition of all HEPA
		filters as well as work space.
	6.	Installation and onsite validation calibration certificates: manuals,
		operation, maintenance & part list with detailed specifications
		operational and maintenance training.
	7.	Front Air grill vent should be V- shaped so that when we are working
		by keeping the arms on the grill inflow of air is not effected
	8.	Should be European CE certified.

Intra-aortic Balloon Pump (IABP)
Standards and directives

- The equipment shall be FDA/CE approved to meet the requirements for Standard for Medical Technology.
- The equipment shall be designed to comply with the following agency standards:
  - ➤ EN60601-1:1990
  - ➤ EN60601-1-2:2007
  - > EN60601-1-8:2007
  - > EN60601-2-34:2000
  - > UL 60601-1:2003
  - > CSA C22.2 No. 601.1 M90
  - > CSA C22.2 No. 601.1S-94
  - ➤ EC Medical Device Directive 93/42/EEC
  - ➤ WEEE Compliance: This system shall be in compliance with the European Community Directive, 2002/96/EC with regard to waste management.

## Function and performance/Technical & Usability specifications General requirements:

- Automatic Start-up function (one-button start up function)
- Automatic Lead & Trigger Selection
- Automatic Inflation & Deflation time
- User Options to Fine-Tune Deflation Timing within Automatic Mode
- Usage of Fiberoptic & Non-Fiberoptic Intraaortic balloons shall be possible
- Automatic in-vivo calibration function, when Fiberoptic balloon is in use
- Automatic in vivo recalibration every 2 hours or sooner should patients or environmental conditions change when Fiberoptic balloon is in use
- Equipment shall accept external (ECGIAP signals) from external monitor
- Equipment shall be capable to transmit low-level AP signal to external bedside monitor
- HIS/CIS protocol and connections via Ethernet shall be available

#### **Pneumatic System**

Pneumatic Module-shall consist of Automatic Condensation System with or without safety disk with a provision of automatically stop shutting of gas in case of balloon rupture and avoid chances to blook leak to system.

Theres should be continues removal system with each inflation and deflation In general requirements the user option for fine tuning deflation timing may be considered.

#### Important Note:

- a. The CE/European Certification wherever asked in the technical specifications shall be considered only which have been issued by the notified body with 4 digit no.
- b. In case of ISO certification, the certificate issued by the NABCB accredited bodies shall be accepted.