



**NOT TRANSFERABLE**

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

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

**Corporate Head Office:** GMC Complex, Bakshi Nagar Jammu : **Tele:** 0191-2580842

**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Telefax:** 0194-2432008

**email:** [jkmsslj@gmail.com](mailto:jkmsslj@gmail.com); [jkmssclepm@gmail.com](mailto:jkmssclepm@gmail.com) **website:** [www.jkmssl.nic.in](http://www.jkmssl.nic.in)



### **E BID FOR THE PROCUREMENT OF**

- 1. 3 TESLA MRI MACHINE**
- 2. HIGH END COLOUR DOPPLER**
- 3. BIPLANE DIGITAL SUBTRACTION  
ANGIOGRAPHY (DSA)**

### **UNDER GROUP MACHINERY AND EQUIPMENTS**

**(REFERENCE NO: NIT/JKMSCL/MACH/2019/306      DATED: 09.01.2019)**

**LAST DATE OF SUBMISSION OF ONLINE BIDS: 10.02.2019 upto 1600 hrs**

## BIDDING DOCUMENT FOR PROCUREMENT OF MACHINERY & EQUIPMENT

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(To be submitted on letter head of Firm)

## Bid Submission Letter

(Declaration Form-Cum -Check List)

Subject: - Regarding Bid submission for NIT/JKMSCL/MACH/2019/306 DATED 09.01.2019

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

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

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

S. No	Item	Particular (Page No.)
1.	Technical bid submission sheet (Annexure I)	
2.	Financial/Price Bid submission sheet (Annexure II) (Price to be quoted online only).	
3.	Self attested photocopy of IEC certificate and permission/ authorisation or sale from the foreign principal manufacturer (authorization letter of principal company) /principal manufacture	
4.	BIS License with schedule for ISI marked products quoted, if applicable	
5.	Self attested photocopy of quality certification USFDA/European EC/BIS as applicable.	
6	<b>GST No.</b>	
7	Latest GST Returns	
8	Specify point of supply with full Address	Full Address .....
9.	Statement of Past Supplies & Performance (Annexure V)	
10	Undertaking of non- debarring (on Non Judicial stamp paper of 100/-)	
11	Declaration of bidder regarding qualification (Annexure VI)	
12	Statement of plant & machinery, technical staff (as per license issued for the purpose)	
13.	Letter of acceptance for terms & conditions	
14	Declaration of manufacturer/Direct Importer (Annexure VII)	
15.	Authorisation from foreign principal manufacturer (applicable in case of direct importer only) – (Annexure VIII)	
16.	Authorisation of the bidder by the firm (Annexure IX)	
17.	Average Annual turnover statement for past 3 years certified by chartered accountant/Concerned Department supported by balance sheets.	
18.	PAN card	
19.	Name, photograph & specimen signature of the bidder or designated officer/ person who is authorized by the firm to bid and make	Name..... Signature..... Full address.....

	correspondence with the JKM SCL. <i>Also attach photo ID.</i>	Mobile No:..... e-mail address .....
20.	Verification Declaration (Annexure XI)	

Dated

Name and signature of bidder with seal

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



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**Corporate Office:** Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar **Telefax:** 0194-2432008  
**email:** [jkmsclj@gmail.com](mailto:jkmsclj@gmail.com) [jkmsclepm@gmail.com](mailto:jkmsclepm@gmail.com) **website:** [www.jkmscl.nic.in](http://www.jkmscl.nic.in)

Tender No. **NIT/JKMSCL/MACH/2019/306**

**Dated: 09.01.2019**

### **NOTICE INVITING TENDER**

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

Managing Director  
Jammu and Medical Supplies Corporation Ltd.



## JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

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Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar Telefax: 0194-2432008

email: [jksclcpm@gmail.com](mailto:jksclcpm@gmail.com) website: [www.jkmscl.nic.in](http://www.jkmscl.nic.in)

### BIDDING DOCUMENT FOR PROCUREMENT OF MACHINERY & EQUIPMENTS (RAD)

Bid Reference	: JKMSCL/MACH/2019/	Dated: .01.2019
Date of publication of e-bid	: 09.01.2019 at 15.00 hrs	
Start date and time for download of bid document	: 09.01.2019 at 15.00 hrs	
Last date and time for download of bid document	: 10.02.2019 at 1400 hrs	
Clarification start date	: 09.01.2019 at 1500 hrs	
Clarification end date	: 27.01.2019 upto 1600 hrs	
<b>Pre- bid conference</b>	<b>: 29.01.2019 AT 11.00 A.M</b>	
Start date and time for submission of online bids	: 09.01.2019 at 1500 hrs	
Last date and time for submission of online bids	: 11.02.2019 at 1600 hrs	
Date and time for online opening of technical bids	: 12.02.2019 at 1100 hrs	
Cost of tender document	: Rs. 1000/- (For SSI Unit Rs. 100/-)	
Tender Processing Fee	: Rs. 9000/-	

An amount of Rs.10,000.00 (Rupees Ten thousand only), comprising of cost of Bid document as Rs.1000.00 (Rupees one thousand only) & Bid Processing fee as Rs.9000/- (Rupees Nine thousand only) shall have to be paid either through NEFT in the Corporation's bank A/C No-0373040500000032 maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no.

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

#### Note: -

1. The bidder shall have to get themselves updated with the date & time fixed for Pre-bid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done with the recommendations of panel of technical experts drawn from the intending department after the approval of the competent authority. Bid should be submitted through e-portal [www.jktenders.gov.in](http://www.jktenders.gov.in) after pre-bid meeting including all the clarifications/ modifications/ amendments.
2. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
3. The JKMSCL is not bound to accept the lowest bid and may reject any/part thereof or all bids without assigning any reason thereof.
4. The bidders shall have to submit a **GST No. and valid 'GST'** clearance certificate/returns submitted from the concerned commercial taxes Officer and the 'PAN' issued by income tax department.
5. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall be rejected.
6. Information of award of contract shall be communicated to all participating bidders on the website [www.jktenders.gov.in](http://www.jktenders.gov.in), [www.jkmsclbuisness.com](http://www.jkmsclbuisness.com)

#### Note: -

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

**Important Note : No representation shall be allowed, accepted and entertained after the Pre-bid meeting. Bidders are requested to submit their queries/clarifications in advance so that the same can be discussed and clarified during the Pre-bid meeting.**

TABLE-1

S.No.	Item Code	Technical Speciation	Average Annual Turnover for the last three years
1	MRI01	3 TESLA MRI MACHINE FOR GMC JAMMU	20 CRORE
2.	MRI02	3 TESLA MRI MACHINE FOR GMC SRINAGAR	20 CRORE
2	DSA01	BIPLANE DIGITAL SUBTRACTION ANGIOGRAPHY (DSA)	20 CRORE
3	HCD01	HIGH END COLOUR DOPPLER	20 CRORE

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

**Note:**

1. Only Registered firms with JKMSCL under the Group “Machinery & Equipments” are allowed to participate in the tendering process. The registration of the bidders / manufacturers / Direct importers/authorized representatives shall be carried in the Corporate Offices of JKMSCL.
2. The documents submitted by the firm at the time of registration needs not be re-submitted with the technical bid. However, the latest documents, if any, (wherever the submitted documents are expired) at the time of tender shall be uploaded with the technical bid.
3. The catalogues/brochures of the item shall be submitted along with the demand drafts in separate envelopes, 01 day prior to submission of online bids. The catalogues/brochures pertaining to the equipment information should be signed by the authorized signatory of the manufacturer.
4. No minimum quantity is guaranteed and the bidder shall not claim or compensation from the Jammu & Kashmir Medical Supplies Corporation Ltd.
5. Unsigned catalogues/brouchers pertaining to the equipment information shall not be considered & the tender for the said firm shall be out-rightly rejected.

## DISCLAIMER

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

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

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 correct any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

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

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

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

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

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



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

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

**Managing Director**  
**Jammu and Kashmir Medical Supplies Corporation Ltd**

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

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

Clause No.	Description
<b>Only Registered firms with JKMSCL under the Group “Machinery &amp; Equipments” are allowed to participate in the tendering process. The registration of the manufacturers /direct importers/authorised representatives shall be carried in the Corporate Offices of JKMSCL.</b>	
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 <b>Technical Bid in Cover-‘A’ &amp; Financial Bid in Cover-‘B’ to be uploaded on <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>. The cost of tender, tender processing fee, EMD and catalogues of the quoted items shall be submitted in the office of JKMSCL atleast one day prior to submission of online bids.</b>
3.	It is expected from all bidders that DD/CDR/FDR/BG in separate envelope shall be deposited with the authorised person of JKMSCL at reception against proper receipt from the concerned.
4.	Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5	Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document as annexure AI & AV.
6	If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2580842, 0194-2432008 or e mail on <a href="mailto:jkmsslj@gmail.com">jkmsslj@gmail.com</a> <a href="mailto:jkmssclem@gmail.com">jkmssclem@gmail.com</a>
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 <a href="mailto:gmjjkmscl@gmail.com">gmjjkmscl@gmail.com</a> . 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 outrightly be rejected.
10	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website <a href="http://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 State. In case any supply is made in violation to the said condition (or), the supplier/firm shall be liable to be penalised to the tune of 7.5% of order placed/blacklisting for a period not less than five years (or) both as deemed fit, to the competent/Tender Inviting Authority. However, JKMSCL can procure the items for any of the departments within /outside the State of J&K/after charging the administrative expenses.
12	The qualified bidders are required to submit the relevant documents and annexure uploaded with their e.bid in original alongwith catalogues at the time of issuance of LOI /execution of agreement before issuance of rate contract.

**Section-II: Bid Data Sheet (BDS)**  
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4.	Submission and Opening of Bids	
5.	Evaluation and Comparison of Bids	
6.	Award of Contract	
7.	Redressal of Grievances during Procurement Process	

## Section-II: Bid Data Sheet (BDS)

Clause No.	Description
<b>1.</b>	<b>Introduction</b>
1.1	The Procuring Entity is : Jammu & Kashmir Medical Supplies Corporation Ltd (J&K)
1.2	The expenditure on the subject matter of procurement shall be met by budgetary resources of demanding / indenting officers of the concerned department. The goods and related services to be procured are as per table 1 and <i>as per technical specifications</i>
1.3	The rate contract shall be valid for a period of two years which may be extended for a further period of three months.
<b>2.</b>	<b>Bidding document</b>
2.1	Bids are invited from manufacturers/direct importers/ authorised representatives of the original manufacturers/direct importers. Joint venture will not be allowed.
2.2	The price of the bidding document Rs. 1000/- as tender fee (Rs. 100/- in case of SSI unit of J&K State only) and Rs. 9000/- as tender processing fee (non-refundable)
2.3	<b>Bid Security:</b> Rs. 100,000 in the form of FDR/CDR/BG. (FDR/CDR from scheduled/Nationalised Bank or BG from Nationalised Bank) <b>with validity of 30 months. Bids submitted without sufficient bid security &amp; validity shall be summarily rejected.</b> In case of successful bidder(s), the amount of bid security shall be adjusted for performance security for the supply order(s) placed to the firms/bidders. The amount of performance security, if exceeds the bid security, the remaining amount shall have to be deposited by the firm against the supply orders issued from time to time.
2.4	The Pre-bid meeting shall be held at the office of JKMSCL, Jammu/Srinagar as per critical dates.
<b>3.</b>	<b>Preparation of Bids</b>
3.1	The language of the bid shall be in English only <b>The Bidder shall uploaded as per the documents reflected in the bid submission letter</b>
3.2	The Bidder shall upload financial bid submission sheet ( <b>Annexure II</b> ) <b>N.B : No rate should be quoted/uploaded along with technical bid. Rates are to be uploaded on BOQ only.</b>
3.3	Alternative bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	For goods offered from outside India/direct importer, the bidder shall quote prices including all kinds of costs like inland transportation, taxes, installation and commissioning charges up to the consignee site, complete in all respect including consumables kit for demonstration ( <i>if any</i> ).
3.6	The terms of quoting price of equipments are inclusive of all taxes/charges with installation and commissioning etc. complete in all respect.
3.7	The prices quoted by the bidder shall be fixed for entire contractual period of equipments. The contract price shall be fixed for a contract period of 24 months of the goods and related services; extendable upto 03 months with mutual consent.
3.8	The currency of the bid shall be multi-currency.
3.9	The bid validity period shall be 180 working days from the opening of technical bid.
3.10	The scanned copy of complete bid document filled and signed on each page as per

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

### SECTION III – QUALIFICATION AND EVALUATION CRITERIA

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2.	Evaluation Criteria	

### Section III: Evaluation and Qualification Criteria

#### 2. Qualification Criteria

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

Clause No.	Description
1.	<b>Contractual experience:-</b> The bidder shall be a original manufacturer; direct importer; (or) authorised representative of the original manufacturer/direct importer, who must have manufactured/imported, supplied and installed such equipments in India satisfactorily. The list of such installations may be asked from the bidder and the bidder should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate).
2.	<b>Technical experience:-</b> The goods (similar) offered/ being procured by JKMSCL have been produced and sold for at least three years and have been in operation satisfactorily.
3.	<b>Production capacity :</b> 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.	<b>Financial position:-</b> 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.	<b>Cash Flow capacity :</b> 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.	<b>Litigation history:-</b> The information regarding all pending claims, arbitration, or other litigation is asked by the JKMSCL
7.	<b>Tax clearance certificates:-</b> The GST 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 from the concerned commercial taxes officer, GST No. and the 'PAN' issued by income tax department.
8.	<b>Declaration regarding qualifications :-</b> Declaration regarding qualifications of the bidder shall be given in specified format provided in Section IV, bidding forms.



## 1. Evaluation Criteria

Clause No.	Description
<b>1.</b>	<b>Scope</b>
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 fair comparison of bids.
<b>2.</b>	<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.
<b>3.</b>	<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) Generally, the life cycle of equipment and its comprehensive maintenance period is defined in technical specifications. Presently, maintenance costs are evaluated at their present value over the life cycle of the goods and then added to the price of the goods for comparison of bids.
3.2	<b>Spare parts: -</b> Only those spare parts and tools which are specified on an item wise basis in the list of goods and related services Section V, schedule of supply shall be taken in account in bid evaluation. Supplier recommended spare parts for specified operating requirement shall not be considered in bid evaluation. <b>The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) /Indian items and CMC (wherever asked) i.e cost of main item + cost of Accessories + CMC = Total cost of equipment.</b>
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.
<b>4.</b>	<b>Price preference:-</b>
4.1	The price preference ( <b>applicable for SSI units of J&amp;K State only</b> ) shall be given in evaluation of bids and award of contract as per J&K Industrial Policy 2004 & 2016 and amendment made thereof from time to time.
4.2	<b>Taxes as applicable,</b> should be mentioned clearly and separately.

## Section IV: Bidding Forms

### Table of Contents

S.No	Name of Bidding Forms	Pages
1	Bid security deposit	
2	Technical bid submission sheet (Annexure I)	
3	Financial bid submission sheet (Annexure II)	
4	Financial bid format (BOQ) (Annexure III)	
5.	Declaration and undertaking (Annexure IV)	
6	Statement of past supplies and performance (Annexure V)	
7	Declaration by the bidder regarding qualifications (Annexure VI)	
8	Declaration regarding manufacturer/ direct importer / authorized representative of the original manufacturer/importer (Annexure VII)	
9	Authorisation from principal manufacturer(Annexure VIII)	
10	Authorisation of bidder by the firm (Annexure -IX)	

**Technical Bid Submission Sheet (Cover 'A')**

**Managing Director**

Jammu & Kashmir Medical Supplies Corporation Ltd.  
J&K

We, the undersigned, declare that:

1. I/We .....have examined and have no reservations to the bidding document of NIB No. .... dated.....including addenda/clarification No.:.....dated .....  
We offer to supply in conformity with the bidding document and in accordance with the delivery schedule specified in Section V, schedule of supply, the following goods and related services..... *Name of the item and Guarantee period plus CMC etc.* .....
2. Our bid shall be valid for a period of 120 working days from the date of technical bid opening in accordance with the bidding document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;
3. If our bid is accepted, we commit to submit a performance security in the amount of 5% of the contract price or as specified in bid document for the due performance of the contract;
4. Our firm, including authorised 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.
9. My/our quoted items..... (*Name of item*).....fully comply with the technical specifications as per bid document Section V, schedule of supply.
10. **The following mandatory documents attached along with this technical bid Submission Sheet. The following documents/certificates/requirements are fulfilled:**

Item
Technical bid submission sheet (Annexure I)
Financial/Price Bid submission sheet (Annexure II) (Price to be quoted online only).
Self attested photocopy of IEC certificate and permission/ authorisation or sale from the foreign principal manufacturer (authorization letter of principal company) /principal manufacture
BIS License with schedule for ISI marked products quoted, if applicable
Self attested photocopy of quality certification USFDA/European EC/BIS as applicable.
<b>GST No.</b>
Latest GST RETURNS
Specify point of supply with full Address
Statement of Past Supplies & Performance (Annexure V)
Undertaking of non- debarring (on Non Judicial stamp paper of 100/-)
Declaration of bidder regarding qualification (Annexure VI)

Statement of plant & machinery, technical staff (as per license issued for the purpose)
Letter of acceptance for terms & conditions
Declaration of manufacturer/Direct Importer (Annexure VII)
Authorisation from foreign principal manufacturer (applicable in case of direct importer only) – (Annexure VIII)
Authorisation of the bidder by the firm (Annexure IX)
Average Annual turnover statement for past 3 years certified by chartered accountant/Concerned Department to be prepared as per returns filed with taxation Department alongwith copies of return filed (Annexure X).
PAN card
Name, photograph & specimen signature of the bidder or designated officer/ person who is authorized by the firm to bid and make correspondence with the JKMSCL. <i>Also attach photo ID.</i>
Verification Declaration (Annexure XI)

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

11. I/we understand that our bid shall liable to be declared non responsive in case of any deficiency in fulfilment of above requirements on our part.
12. I/we accept all the terms, conditions and provisions of this bid document.

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

N.B : The original manufacturer/direct importer of the bidding items/their sole authorised representative shall execute tri-partite agreement with the Corporation i.e JKMSCL, in-er-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, **Annexure IX duly filled shall need to be uploaded alongwith e.bid ; otherwise no representation in this matter shall be entertained in the later stage.**

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

To:

**Managing Director**

Jammu & Kashmir Medical Supplies Corporation J&K

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

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

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

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

S.No.	Item Description	Item Code	Unit	Qty	Currency type	Basic Equipment cost for one unit	Packing & forwarding charges/freight insurance charges	Indian Agency Commission for 1 unit in foreign currency	Custom duty	SGST	CGST	IGST	Custom clearance in foreign currency	Total Amount including Taxes
1	2	3	4	5	6	7	8	9	10	11			12	13
	Main item													
	Accessories													
	Indian items													
CMC for 1st Year		CMC for 2 <sup>nd</sup> Year		CMC for 3 <sup>rd</sup> Year		CMC for 4 <sup>th</sup> Year		CMC for 5 <sup>th</sup> Year		Total amount including CMC				
14		15		16		17		18		19				

Signature

**Note: -**

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

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

**(For Imported equipment)**

- 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.*
  - The custom duty shall be paid as 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.*
  - 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 may be applicable at the time of opening of L.C or negotiating documents whichever is less.*
  - The CMC of the equipment shall be calculated to evaluate L1.*
  - Cost of consumable kits/locally supplied items, if any. However local accessories, if quoted in Indian currency, GST shall be paid as admissible under rules.*
  - The prices quoted should be as per the international price of the manufacturer applicable to all the countries including India.*
  - The L1 shall be calculated on the basis of conversion of currency as on date of opening of financial bid.*
- PLEASE DON'T WRITE 00 AGAINST THE ITEMS FOR WHICH YOU DIDN'T WISH TO QUOTE ; INSTEAD, DO WRITE "NOT QUOTED" AGAINST THE SAID ITEM; AS THE SYSTEM TAKES RS. 00.00 AS L1.**

### Declaration and Undertaking

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

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

Place:  
Dated:

Signature of authorized signatory  
Name and signature of bidder  
Designation with seal

**Annexure V**

(On Firm's letter head &  
notarised)

**STATEMENT OF PAST SUPPLIES AND PERFORMANCE****SEPARATE FOR EACH ITEM**

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

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipments been supplied & installed Satisfactory?
				As per contract	Actual		
2015-16							
2016-17							
2017-18							

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

Place:

Dated :

Signature of bidder with Seal



*(On Firm's letter head)*  
**Memorandum of Appeal**

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

Before the..... (appellate authority)

1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal:

.....

.....

..... (supported by an affidavit)
7. Prayer:.....

.....

.....

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

Place .....

Dated .....

Appellant's signature

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

### **Declaration by the Bidder regarding Qualifications**

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

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

Dated:

Place:

Signature of bidder

Name:

Designation:

Address:

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

**Declaration of Manufacturer/Direct Importer**

Date: \_\_\_\_\_

NIB No.: \_\_\_\_\_

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

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

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

Fax: .....

E-mail: .....

Dated: .....

*(On the letterhead of manufacturer and notarized)*

### **Authorisation from foreign principal manufacturer**

*(Applicable in case of direct importer only)*

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

Subject: Regarding authorisation for our products.

Ref.: Your NIB no. ....dated.....

Name of items.....

Dear Sir,

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

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

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

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

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

Yours faithfully,

(Name & Signature).....  
For M/s .....  
AUTHORISED SIGNATORY

verification and signature by bidder  
Seal and address of bidder

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

(On the letterhead of manufacturer and notarized)

**Authorisation of Bidder by the Firm**

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

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

Name of items.....

Dear Sir,

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

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

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

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

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

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

Yours faithfully,

(Name & signature of chairman).....

For M/s .....

**AUTHORISED SIGNATORY OF FIRM**

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

(On Firm's letter head &  
notorised)

### ANNUAL TURN OVER STATEMENT

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

It is further certified that the Annual Turnover Statement has been prepared strictly as per returns filed with Taxation Department for the year 2015-16, 2016-17 & 2017-18 and shall be responsible, if any variation/discrepancy is found during evaluation /later stage.

Sl. No.	Financial Years	Turnover in Lakhs (Rs.)
1.	2015-16	-
2.	2016-17	-
3.	2017-18	-
Total		- _____ Lakhs

Average gross annual turnover \_\_\_\_\_ Lakhs

Note :

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

Date

Signature of the bidder

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

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

### DECLARATION REGARDING VERIFICATION

I/we.....S/o.....aged.....

year residing at ..... authorized bidder/proprietor/  
partner/director of firm M/s..... verify and confirm that the contents of  
bidding documents , its bidding forms **Annexure I to Annexure X** and other information submitted for  
bid no. .... are true and correct to the best of my knowledge and nothing has been concealed therein.  
In case, any variation/discrepancy/wrong declaration is found during scrutiny at later stages, I/We shall  
be held personally responsible & JKMSCL may take any action including blacklisting/debarring of  
my/our firm for a period not less than 05 years

Signature of bidder.....

Name: .....

Address: .....

Mobile no.....

e-mail address.....

## Section V: Schedule of Supply

### Table of Contents

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
<b>1</b>	<b>List of goods and related services</b>
1.1	Name of item.....
1.2	Related services are delivery, local transportation, installation, commissioning, demonstration and training etc.
1.3	Guarantee period starts from the date of successful installation for a period of five years.
1.4	Comprehensive maintenance contract shall be executed for a period of five years from the date of completion of guarantee period. However, JKMSCL may, if deemed fit, enter into third party agreement under comprehensive equipment maintenance programme, Govt. of India.
<b>2</b>	<b>Delivery and completion schedule</b>
2.1	<b>SUPPLY ORDERS AND SUPPLY SCHEDULE:</b>
2.1.1	Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of e mail/fax/other communication shall be treated as the date of order for calculating the period of execution of order. The successful bidder shall execute the orders within a delivery period of 60 days or as specified in the supply order from the date of issuing supply order and handing over of space with the availability of power & other requisite installations by the end users.
2.1.2	In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.
2.1.3	The successful bidder shall acknowledge the receipt of orders, if any, within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. However finalization of annual Rate contract does not mean mandatory issuance of supply order. Supply order shall be as per the requirements of items at various end-users.
2.1.4	The Site of delivery shall be Super Speciality Hospital, Jammu and Psychiatric Disease Hospital, Srinagar. The bidders can visit the site after seeking permission from the competent authority before quoting their rates.
2.1.5	To ensure sustained supply without any interruption, the JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders on L1 matched rates only. In such a case, the requirement may be met by dividing the 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	<b>PROCURING ENTITY'S RIGHT TO VARY QUANTITY:</b>
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.

<b>2.3</b>	<b>SUBMISSION OF CONTRACT COMPLETION REPORT</b>
2.3.1.	A consolidated statement shall be submitted to General Manager, EPM by the 10 <sup>th</sup> of each month. Every time the statement should contain details of all orders placed under the contract.
2.3.2	Firms shall have to submit consolidated statement in duplicate at the end of rate contract as well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the contract /supplier about the defect (s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment of defective performance registered immediately with the office of JKMSCL.
<b>2.5</b>	<b>PACKING &amp; INSURANCE:</b>
2.5.1	The good shall be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
2.5.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
2.5.3	The material received with damaged packing (or) without packing as per terms & conditions of NIT (or) in damaged state, shall be replaced free of cost by the concerned firm.
2.5.4.	<b>Packing specifications</b> Schedule for packing – General specifications <ol style="list-style-type: none"> <li>1. All items should be packed only in first hand boxes only.</li> <li>2. Label: Every box should carry a large outer label clearly indicated that the product is for <b><u>"JKMSCL Supply", "Not for Sale"</u></b> 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.</li> </ol>
<b>2.6</b>	<b>REJECTION OF GOODS:</b>
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.
<b>2.7</b>	<b>TERMS OF PAYMENT:-</b>
2.7.1	<p>Payment for foreign currency portion shall be made in the currency specified in the contract in the following manner :</p> <p>a) On Shipment :</p> <p>100% payment shall be released against presentation of shipping documents against submission of Performance Bank Guarantee of 10% order value valid for a period of 68 months from the date of supply order and the same should be essentially submitted within 15 days of issue of supply order.</p> <p>Or</p> <p>90% payment will be released against presentation of shipping documents &amp; balance 10% payment will be released after satisfactory installation certificate issued by the user department and against submission of Performance Bank Guarantee of 10% order value valid for a period of 62 months from the date of satisfactory installation certificate issued by the user department.</p>
2.7.2	Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
2.7.3	Payment to the authorised dealer/supplier/agent shall be made as per the tripartite agreement with the Corporation i.e JKMSCL on the basis of Annexure IX to be uploaded alongwith e.bid.
2.7.4	No advance payments towards cost of items shall be made to the bidder.
2.7.5	All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.
2.7.6	If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Managing Director JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. In case this reduction of rates comes to the knowledge of JKMSCL in later stage, additional payment made w.e.f of the details of rates shall be charged from the firm with 1.5% monthly interest from the date/till rates have been reduced besides action as desired fit by JKMSCL which may be debarring/any other penalty as per penalty clause.
2.7.7	In case of any enhancement in excise duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied shall be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned excise authorities for having paid additional excise duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
2.7.8	In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.
2.7.9	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment shall be made / decided by JKMSCL. In that case, the firm has to inform JKMSCL immediately.

<b>2.8</b>	<b>LIQUIDATED DAMAGES:</b>
2.8.1	The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the purchasing officers.
2.8.2	<p>In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-</p> <p>(a) Delay up to one- fourth period of the prescribed delivery period - <b>2.5%</b></p> <p>(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - <b>5%</b></p> <p>(c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - <b>7.5%</b></p> <p>(d) Delay exceeding three- fourth of the prescribed period -<b>10%</b></p> <p>Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p>
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	<p>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&amp;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.</p> <p>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.</p>
2.8.6	LD for damaged packing or loose packing equivalent to 2.5% of the value of the products received with damaged packing or in loose packing or with packing not conforming to the terms and conditions, specified in the tender document.
<b>2.9</b>	<b>RECOVERIES:-</b>
2.9.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, action will be taken as per prevailing Acts/rules in J&K State.
2.9.2	Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.

### 3. Technical Specifications:

#### Annexure: AVI (specifications)

##### General features:

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

#### 4) .Drawings if any

#### 5. Inspection and Tests

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

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

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

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


Clause No.	Description
1.	<b>Definitions</b>
	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p><b>'Act/Rules'</b> means Acts &amp; rules prevailing in J&amp;K State in terms of procurement.</p> <p><b>'Completion'</b> Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.</p> <p><b>"Contract"</b> 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.</p> <p><b>"Contract Documents"</b> Means the documents listed in the agreement, including any amendments thereto.</p> <p><b>"Contract Price/Rate"</b> 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.</p> <p><b>"Day"</b> Means calendar day.</p> <p><b>"Delivery"</b> 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.</p> <p><b>"GCC"</b> Means the general conditions of rate contract.</p> <p><b>"SCC"</b> Means the special conditions of rate contract".</p> <p><b>"Goods"</b> Means all of the commodities, raw material, machinery and equipment, documents, warranties and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract.</p> <p><b>"Procuring Entity"</b> Means the entity purchasing the goods and related services, Managing Director Jammu and Kashmir Medical Supplies Corporation, J&amp;K, or as specified in the special conditions of the contract (SCC).</p> <p><b>"Related Services"</b> 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. <b>"Subcontractor"</b> 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.</p> <p><b>"Supplier"</b> 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.</p> <p><b>Authorised agent :</b> 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.</p> <p><b>Authorised signatory :</b> 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.</p> <p><b>"The Site"</b> where applicable, means the place of delivery, installation, testing/ commissioning of the goods /equipment or machinery or as mentioned in the supply order.</p> <p><b>"Consignee"</b> Means the receiver of the stores as mentioned in supply order.</p>
2.	<b>General terms</b>

2.1	Bids are invited from Indian manufacturers /direct importers/distributors/authorized dealers of the original manufacturer/direct importer.
2.2	Bid shall have to uploaded as per schedule, to JK e-portal : <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> . At any time prior to the date of uploading of bid, bid inviting authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, bid inviting authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the bid inviting authority.
2.3	Supplies shall be made directly by the bidder to be called as “Supplier” after finalization of rate contract, and suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
2.4.1	Direct importer should authenticate import/sale license for the product quoted in the bid issued by the competent authority.
2.4.2	In case, the item/product is supplied through authorised agent/dealer, product manufacturing permission, import/sale license of the principal manufacturer (s) direct importer (s) shall have to be uploaded along with technical bid.
2.5	Bid shall be have to be loaded on e-portal i.e <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation, J&K
2.6	<p>The bidder shall submit following certificates along with the bid, However the documents submitted for the registration of firm, <b>needs not be re-submitted</b> :-</p> <p>(i) Bid security shall be submitted in the shape of FDR/CDR/BG from Nationalised bank and cost of bid document &amp; tender processing fee shall be submitted in the form of demand draft drawn at any of the scheduled/nationalised bank in favour of Jammu and Kashmir Medical Supplies Corporation, J&amp;K, payable at Jammu/Srinagar.</p> <p>(ii) (a) <b>Manufacturer-</b> bidder shall enclose duly self attested photocopy of acknowledgement of EM-II Memorandum/IEM /Registration of SSI unit of J&amp;K State only for the products duly approved by the licensing authority for every product quoted in the bid. The license, if any, should be renewed up to date. Acknowledgement of EM-II, issued by District Industries Centre, under rules for preference to industries of Jammu and Kashmir, in respect of stores for which they are registered.</p> <p>(b) Likewise manufacturer/bidder shall submit documents relating to the production capacity and properly installed quality control measures at the production site/ unit at the time of bid, which may be a certificate from NSIC (For micro and small scale industrial units) / MSME (micro, small, medium enterprises) / production capacity certificate issued from Industries Department.</p> <p>(iii) Firm shall submit copy of the registration with central excise department/ exemption from registration, if applicable, as per provisions of central excise act.</p> <p>(iv) In case of imported items self attested photocopy of IEC (Import export code) certificate and permission / authorization for sale from the foreign principal manufacturer.</p> <p>(v) Duly self attested photocopy of BIS certificate, renewed up to date with respective schedule for ISI certification for quoted items, if applicable.</p> <p>(vi) Duly attested photocopy of ISO Certificate, if applicable.</p> <p>(vii) Duly attested photocopy of BIS/European CE/USFDA certificate from Govt. of India lab or from Govt. of India approved lab for the quoted items, as mentioned in Table-1.</p> <p>(viii) Copies of annual accounts (balance sheet &amp; profit &amp; loss statements) certified by the auditors for the preceding three financial years may also be asked.</p>



	<p>(ix) <b>Notarised</b> copy of latest Sales Tax/VAT clearance certificate issued by commercial tax officer of the circle concerned, from where supplies will be affected, shall be submitted.</p> <p>(x) Declaration regarding point of supply with full address in bid submission letter.</p> <p>(xi) A combined undertaking/declaration regarding that the quoted item :</p> <ol style="list-style-type: none"> <li>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,</li> <li>that the bidder is not black listed or banned or debarred by central or any state government or its append gages,</li> <li>availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation.</li> </ol> <p>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&amp;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).</p> <p>(xii) <b>The bidder, in case of dealer of the manufacturer/direct importer shall submit fresh authorization of the manufacturer/direct importer duly authenticated and notarized.</b></p> <p><b>PLEASE ALSO NOTE THAT: -</b></p> <p>(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.</p> <p>(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.</p>
2.7	Financial Bid duly filled in (Annexure III/BOQ) giving the rates for quoted items should be uploaded through e portal <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> . The rate should not be disclosed/uploaded in the technical bid. <b>Rates uploaded along with technical bid shall means out rightly rejection of bid of the concerned person.</b>
2.8	<p>The required amounts towards cost of bid document and tender processing fee shall be deposited through demand draft &amp; the EMD in form of FDR/CDR/BG pledged in favour of Chief Accounts Officer, JKMSCL the in the corporate office of Jammu and Kashmir Medical Supplies Corporation, Jammu/Srinagar 02 days before the last date and time of bid submission.</p> <p>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 &amp; conditions of the bid.</p>
2.9	<p>(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the articles of association of the bidder company.</p> <p>(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&amp;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.</p>
2.10	The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then

	scanned copy be uploaded on the e.portal <a href="https://www.jktenders.org">https://www.jktenders.org</a> except the final bid (BOQ).
<b>3</b>	<b>BID SECURITY:</b>
	<ul style="list-style-type: none"> <li>(i) Bid shall have to be accompanied with a scanned copy of FDR/CDR/BG as bid security. However, the FDR/CDR/BG as bid security shall have to be submitted before the opening of technical bid with a validity of 30 months. Bids submitted without sufficient bid security shall be summarily rejected.</li> <li>(ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:- <ul style="list-style-type: none"> <li>(a) the expiry of validity of bid security;</li> <li>(b) the cancellation of the procurement process; or</li> <li>(c) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</li> </ul> </li> <li>(iii) The bid security lying with the JKMSCL in respect of other bids awaiting approval or rejection or on account of contracts being completed, shall not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item.</li> <li>(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.</li> </ul>
<b>4</b>	<b>FORFEITURE OF BID SECURITY: -</b>
	<p>The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li>(i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,</li> <li>(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),</li> <li>(iii) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement,</li> <li>(iv) The bidder fails to commence the supply of the items as per supply order within the time prescribed,</li> <li>(v) The bidder fails to submit samples/demonstration of quoted item on demand</li> <li>(vi) The bidder violates any of the terms &amp; conditions of the bid document.</li> </ul>
<b>5</b>	<b>WARRANTY CLAUSE:-</b>
	<ul style="list-style-type: none"> <li>(i) The bidder would guarantee that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and performs as per descriptions, from the date of delivery/ installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.</li> <li>(ii) The bidder shall, during the Guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.</li> <li>(iii) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms &amp; conditions, as agreed. The</li> </ul>

	<p>bidder shall have to ensure that consumables required for the maintenance of machine/equipment are being supplied free of cost during warranty period. The adequate regular supply of spare parts and consumables per incident for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise shall be ensured. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment. In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Jammu and Kashmir Medical Supplies Corporation, J&amp;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.</p>
<b>6</b>	<b>MARKING</b>
	<p>All items and accessories supplied should bear marking “JKMSCL SUPPLY, 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.</p> <div style="text-align: center;">  </div> <p>JKMSCL SUPPLY NOT FOR SALE</p>
<b>7</b>	<b>APPLICABILITY OF TAXES</b>
	<p>C-Form shall be issued by JKMSCL for charging CST at concessional rate against supplies made as per order. The invoice should show the concessional rate of CST separately.</p>
<b>8</b>	<b>COMPARISON OF RATES:</b>
	<ul style="list-style-type: none"> <li>(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.</li> <li>(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&amp;K and the rates must be quoted accordingly. No cartage or transportation charges shall be payable.</li> <li>(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.</li> <li>(v) In the event of any subsequent variation (increase or decrease) in the rate of GST or any other taxes by the government (state or central), the same will be admissible accordingly.</li> <li>(vi) If the rates of item quoted are found same from two or 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&amp;K.</li> <li>(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.</li> </ul>

	<p>(viii) No part of the bid document should be detached / deleted.</p> <p>(ix) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.</p> <p>(x) <b>For comparison of rates, the average comprehensive annual maintenance charges shall be added to the rate quoted for the equipments, if comprehensive annual maintenance is applicable.</b></p>
<b>9</b>	<b>SUBMISSION OF SAMPLES/CATALOGUES AND DEMONSTRATION</b>
	<p>(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.</p> <p>(ii) Samples of items(s) should be collected back from the JKMSCL, J&amp;K within 15 days from the date of finalization of list of successful bidder/demonstration of product before the expert panel. The corporation shall not be responsible for any damage, wear and tear or loss during the course of testing / examination, etc. The corporation would retain the sample of approved item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear and tear or loss in this period. The corporation shall not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation.</p> <p>(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.</p> <p>(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:</p> <ol style="list-style-type: none"> <li>Name and full address of the firm</li> <li>Catalogue no. and name of the item</li> <li>Name of section</li> <li>Name of manufacturer</li> <li>Brand</li> </ol> <p>(v) No change in marking on sample will be allowed after the submission of the sample.</p>
<b>10</b>	<b>PERFORMANCE SECURITY (P.S.) AND AGREEMENT:</b>
	<p>(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 &amp; conditions shall be uploaded.</p> <p>(ii) The period of rate contract shall be 24 months from the 1<sup>st</sup> day of next month of agreement signing month. 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.</p> <p>(iii) Successful bidders, whose offers are accepted, shall have to deposit performance security @5% of the value of the supply order in favour of Chief Accounts Officer, JKMSCL within 15 days from the date of issuance of letter of intent. The performance security shall be deposited in the form of FDR/CDR/B.G (Bank Guarantee). However, the bank guarantee shall be for a validity period of six months, beyond the guarantee period sought for the item.</p> <p>(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</p>

	<p>performance security, if exceeds the bid security, it shall be deposited by the firm against the supply orders issued from time to time.</p> <p>(v) The firm may submit bank guarantee issued by any scheduled/nationalised bank. The minimum validity of bank guarantee should be six months after completion of guarantee period for the item.</p> <p>(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 until the additional Performance Security due is deposited by the supplier or additional.</p> <p>(vii) The performance security shall be refunded after six months after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder subject to guarantee provisions.</p> <p>(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.</p> <p>(ix) Successful bidders shall have to execute an agreement on a Non-Judicial stamp paper of an amount mentioned in the offer letter, in the prescribed form with the JKMSCL and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, Managing Director JKMSCL, J&amp;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.</p> <p>(x) The bidder shall furnish the following documents at the time of execution of agreement:-</p> <p>(i) Attested copy of partnership deed in case of partnership firms.</p> <p>(ii) Registration number and year of registration, in case partnership firm is registered with registrar of firms;</p> <p>(xi) Address of residence and office, telephone numbers, in case of sole proprietorship with :</p> <p>(i) Registration issued by registrar of companies under Registrar of companies Act 1956, in case of company.</p> <p>(ii) Comprehensive maintenance agreement, if applicable.</p> <p>(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&amp;K and decision of Managing Director JKMSCL J&amp;K shall be final.</p> <p>(xv) The rate contract can be repudiate/rejected at any time by the Managing Director JKMSCL, J&amp;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&amp;K may terminate the agreement of contract at any time without notice/intimation to the successful bidder.</p>
<b>11</b>	<b>SUPPLY ORDERS:</b>
	<p>(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.</p> <p>(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 &amp; cost purchase provision.</p>

	<p>(iii) In case of imported items, 30 days shall be given in addition to above mentioned period,</p> <p>(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.</p> <p>(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 the quantity among the rate contract holders considering the quantity required and dedicated capacity of the successful bidders.</p> <p>(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.</p> <p>(vi) It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.</p>
<b>12</b>	<b>SUBMISSION OF CONTRACT COMPLETION REPORT</b>
12.1	A consolidated statement shall be submitted to General Manager, EPM by the 10 <sup>th</sup> of each month. Every time the statement should contain details of all orders placed under the contract.
12.2	Firms shall have to submit consolidated statement in duplicate at the end of rate contract well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable JKMSCL to examine the case for refund of performance security.
12.3	The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/dealer with copy to JKMSCL for further follow up..
<b>13.</b>	<b>TERMS OF PAYMENT:-</b>
	<p>Payment for foreign currency portion shall be made in the currency specified in the contract in the following manner :</p> <p>a) On Shipment :</p> <p>100% payment shall be released against presentation of shipping documents against submission of Performance Bank Guarantee of 10% order value valid for a period of 68 months from the date of supply order and the same should be essentially submitted within 15 days of issue of supply order.</p> <p>Or</p> <p>90% payment will be released against presentation of shipping documents &amp; balance 10% payment will be released after satisfactory installation certificate issued by the user department and against submission of Performance Bank Guarantee of 10% order value valid for a period of 62 months from the date of satisfactory installation certificate issued by the user department. In case of delayed supplies, deduction of liquidated damages as per provisions shall be made from payments. The firms shall seek time extension from the JKMSCL before delayed dispatch of supplies.</p> <p>(ii) Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.</p> <p>(iii) All bills/invoices should be raised in triplicate and in the case of excisable items, the bills should be drawn as per central excise rules in the name of the authority concerned.</p> <p>(iv) Payment(s) to authorised dealer/agents shall be made as per tripartite agreement only.</p> <p>(v) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.</p>



	<p>(vi) In case of any enhancement in taxes due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional taxes so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in taxes, the bidder should produce a letter from the concerned taxation authorities for having paid additional tax 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.</p> <p>(vii) 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.</p> <p>If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by JKMSCL</p>
<b>14</b>	<b>LIQUIDATED DAMAGES:</b>
	<p>(i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from JKMSCL.</p> <p>(ii) In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-</p> <p>(a) Delay up to one- fourth period of the prescribed delivery period - 2.5%</p> <p>(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%</p> <p>(c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - 7.5%</p> <p>(d) Delay exceeding three- fourth of the prescribed period -10% fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p> <p>(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to JKMSCL for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by JKMSCL after sanction of extension in delivery period.</p> <p>(iv) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage that too after thorough consideration by the Managing Director, JKMSCL.</p> <p>(i) 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</p>

	<p>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.</p> <p>(ii) LD for damaged packing or loose packing equivalent to 2.5% of the value of the products received with damaged packing or in loose packing or with packing not conforming to the terms and conditions, specified in the tender document.</p>
15	<p>(i) JKMSCL shall procure the machinery &amp; equipment for the Health &amp; Medical Education Institutes of J&amp;K State, inter-alia.</p> <p>(ii) The funds shall be transferred to JKMSCL with indent form and supply orders shall be placed by JKMSCL to suppliers.</p>
16	<b>RECOVERIES</b>
	<p>(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues &amp; security deposits available with the JKMSCL. In case recovery is not possible, recourse will be taken under or any other law in force.</p> <p>(ii) Any recovery on account of liquidated damage charges/risk &amp; cost charges in respect of previous rate contracts/supply orders placed on them by JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&amp;K regarding authenticity of sum payable shall be final.</p>
17	<b>INSPECTION:-</b>
	<p>(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.</p> <p>(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.</p> <p>(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&amp;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.</p> <p>(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</p>



	<p>the time of technical approval.</p> <p>(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.</p>
18	<p><b>PACKING AND INSURANCE</b></p> <p>(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.</p> <p>(ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.</p> <p>(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.</p>
19	<p><b>REJECTION</b></p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>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</p>

	shall be responsible. No extra cost on such account shall be admissible.
<b>20.</b>	<b>CORRECTION OF ARITHMETIC ERRORS</b>
	<p>Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> <li>(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.</li> </ul> <p>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.</p>
<b>21</b>	<b>PROCURING ENTITY'S RIGHT TO VARY QUANTITY:</b>
	<ul style="list-style-type: none"> <li>(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.</li> <li>(ii) If the Managing Director JKMSCL J&amp;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.</li> <li>(iii) If the Bidder fails to supply the Managing Director JKMSCL J&amp;K shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.</li> </ul>
<b>22.</b>	<b>PARALLEL RATE CONTRACT</b>
	<p>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.</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(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</li> <li>(vi) The bidder who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT,</li> </ul>

	<p>etc.) of rates (L-1 rates).</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 mutatis mutandis to the matched L-1 supplier.</p> <p>(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.</p> <p>(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.</p>
<b>23</b>	<b>VALIDITY OF BID:</b>
	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
<b>24</b>	<b>PRICE ESCALATION:</b>
	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.
<b>25</b>	<b>SUBLETTING OF CONTRACT:</b>
	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.
<b>26</b>	<b>FALL CLAUSE:-</b>
	(i) The prices under contract shall be subject to price fall clause. The prices charged for the

	<p>store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract in the state of J&amp;K. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the JKMSCL, J&amp;K and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.</p> <p>(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.</p>
<b>27</b>	<p><b>COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST :</b></p>
	<p>Any person participating in a procurement process shall-</p> <ol style="list-style-type: none"> <li>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;</li> <li>Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>Not indulge in any collusion, bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;</li> <li>Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;</li> <li>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;</li> <li>Not obstruct any investigation or audit of a procurement process;</li> <li>Disclose conflict of interest, if any; and</li> <li>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.</li> </ol> <p><b>Conflict of Interest :</b></p> <p>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.</p> <p>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 :</p> <ol style="list-style-type: none"> <li>Have controlling partners/shareholders in common; or</li> <li>Receive or have received any direct or indirect subsidy from any of them; or</li> <li>Have the same legal representative for purposes of the bid; or</li> <li>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</li> </ol>

	<p>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</p> <p>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.</p> <p>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.</p>
<b>28</b>	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.
<b>29</b>	<p>(i) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.</p> <p>(ii) Supplier may be disqualified, banned or suspended from business during the rate contract if :</p> <p>(a) fails to execute a contract or fails to execute it satisfactorily ;</p> <p>(b) no longer has the technical staff or equipment considered necessary ;</p> <p>(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 ;</p> <p>(d) The firm is suspected to be doubtful loyalty to state.</p> <p>(e) The State Bureau of Investigation (SBI) or any other Investigating agency recommends such a course in respect of a case under investigation.</p> <p>(f) Managing Director JKMSCL, J&amp;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.</p>
<b>30</b>	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.
<b>31</b>	<p>(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.</p> <p>(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.</p>
<b>32</b>	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.
<b>33</b>	<b>SMALL GRIEVANCE</b>
	<b>Small 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.
<b>34</b>	<b>ARBITRATION</b>
	34.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the State of Jammu and Kashmir and the laws of India as applicable to the State of Jammu and

	<p>Kashmir.</p> <p>34.2.1 Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively “dispute”) by giving a written notice to the other party, which shall contain</p> <ul style="list-style-type: none"> <li>i. a description of the dispute</li> <li>ii. the ground for such dispute</li> <li>iii. all written material in support of its claim</li> </ul> <p>34.2.2 The other party shall, within thirty days of issuance of dispute notice issued, furnish:</p> <ul style="list-style-type: none"> <li>I. Counter claim and defences, if any, regarding the dispute; and</li> <li>II. All written material in support of its defences and counter claim</li> </ul> <p>34.2.3 Within thirty days of issuance of notice by any party pursuant to para 29.1.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&amp;K for its reference to arbitration.</p> <p>34.3 Dispute Resolution: Besides, as referred above in para 29.1.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&amp;K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&amp;K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.</p> <p><b>Note:</b> - 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</p>
<b>35</b>	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
<b>36</b>	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
<b>37</b>	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 <b>Annexure XII</b> shall be treated as acceptance of all the terms and conditions of the bid document.
<b>38</b>	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>39</b>	<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 "A" Technical Bid</b> and financial details (BOQ) should be uploaded under <b>Cover "B"</b> . <b>The documents submitted/uploaded at the time of registration(for Registered Firms only) needs not to be uploaded in technical bid.</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). Acceptance of comprehensive maintenance contract after expiry of guarantee period should be submitted with the cover "A" and rates in cover "B" respectively.
4.	Conditional bids shall not be considered.
5.	Transshipment shall be permitted and partial shipment not allowed.
6.	<b>All certificates should be valid on the date of submission of bids and issue of supply order.</b>
7.	The bidder should have well equipped local service centre in India preferably in J&K.
8.	<ul style="list-style-type: none"> <li>i. The bidder shall be a manufacturer/direct importer/authorised dealer of the original manufacturer/importer who must have manufactured/ imported and supplied and installed this equipment(s) in India satisfactorily.</li> <li>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.</li> </ul>
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.

12	<p>The preventative maintenance visits shall be <b>four times in a year</b> or any number of breakdown emergency calls will be provided by the firm during <b>warranty</b> and CMC period.</p> <p><b>Training shall be provided to the staff free of cost. The payment shall be processed after the successful completion of training of the staff and installation of the equipment.</b></p>
13	<p>The Supplier/service providing firm shall be liable to pay a penalty of Rupees five thousand per day, if the firm didn't respond after 48 hours from the time of receiving first complaint. The complaint may be sent to firm by way of telephone /fax/letter or e-mail. The amount of liquidation damage shall be directly deducted from the security deposit of the firm at the time of refund or before by way of any adjustment order. <b>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.</b></p>

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

Managing Director  
Jammu and Kashmir Medical Supplies Corporation Limited

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

Signature of bid with seal



**Section VI C: Contract Forms (CF)**  
Table of contents

S.No.	Description	Pages
1.	Letter of Acceptance (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.	Registration Format	To be downloaded from the website
5.	Format-Authorized Representatives/Agents of Original Manufacturer/Direct Importer (Annexure AII)	
5.	Declaration regarding acceptance of terms & conditions of tender document by the bidder (Annexure AIII)	
6.	Technical Specifications (Annexure AIV)	

## LETTER OF ACCEPTANCE

M/s .....  
 .....  
 .....  
 .....

Sub :- Acceptance of the bid rates for the item .....

Ref :- Your bid no. .... dated .....

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

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

Managing Director  
 Jammu and Kashmir Medical Supplies Corporation Limited

FORMAT-AUTHORIZED REPRESENTATIVE OF ORIGINAL  
MANUFACTURER/DIRECT IMPORTER

To

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturers  
of \_\_\_\_\_ having factories at \_\_\_\_\_  
\_\_\_\_\_ Registered office at \_\_\_\_\_

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

1. 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.
2. JKMSCL may secure an e-mail /alternative confirmation for authenticity of such supplies from Manufacturer/Direct Importer, before releasing the payment, which we are committed to provide.
3. The payment shall however be released on the terms and conditions of tripartite agreement to be signed between JKMSCL, Original Manufacturer / Direct Importer and the authorized representative of Original Manufacturer / Direct Importer of the bidding items for such supplies made by the authorized representative, on behalf of me / us.

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

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

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

Yours faithfully

Name

For and on behalf of M/S

(Name of the manufacturer/Direct Importer)

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

UNDERTAKING – IN ACCEPTANCE TO THE TENDER DOCUMENT

Managing Director,  
Jammu & Medical Supplies Corporation Ltd.

Subject : Acceptance of terms & conditions of Tender Document.

Sir,

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

(Signature of the bidder)  
Name and address of the bidder  
With photograph

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

**Tender Specifications**

<b>Sr. No.</b>	<b>TENDER SPECIFICATION FOR 3 Tesla MRI</b>
	<b>MAGNET</b>
	Whole Body 3.0Tesla Magnetic Resonance Imaging System optimized for higher performance in Whole Body and Vascular examinations with superconducting magnet, high performance gradients and digital Radio Frequency System.
	3.0 T active shielding super conductive magnet should be short and non claustrophobic
	It should have at least 70 cm patient bore with flared opening.
	Magnet length should be less than 170cm.
	Homogeneity of magnet should be less than 1.2 ppm over 45cm DSV
	The magnet should be well ventilated and illuminated with built in 2 way intercom for communication with patient.
	It should have a built in cryo-cooler such that helium consumption does not exceed 0.05 lits/ hour.
	<b>SHIM SYSTEM</b>
	High performance, highly stable shim system with global and localized automated shimming for high homogeneity magnetic field for imaging and spectroscopy.
	Auto shim should be available to shim the magnet with patient in position
	<b>GRADIENT System</b>
	Actively shielded Gradient system
	The gradient should be actively shielded with each axis having independently a slew rate of at least 200 T/m/s and a peak amplitude of 44mT/m with a minimum FOV of 50cm in Z Axis.
	The system should have efficient and adequate Eddy current compensation
	Effective cooling system for gradient coil and power supply
	<b>RF system</b>
	A fully digital RF system capable of transmitting power of at least 25kW , either by using one or two RF amplifier.
	The System should be quoted with Dual RF Amplifier with latest B1 homogeneity compensation software like Multi Drive / True Shape / Multi Transmit software with small FOV imaging software like ZoomIT / Diffusion Zoom Imaging or equivalent .

	It should also have at least 32 independent RF receiver channels with each having bandwidth of 1 Hz or more along with necessary hardware to support Quadrature / CP array matrix coils. The highest receiver channels available with the vendor should be quoted.
	It should support Parallel acquisition techniques with a factor of up to 8 in 2D.
	Should allow remote selection of coils and / or coil elements.
	<b>PATIENT TABLE</b>
	The table / table top should be fully motorized & dockable type for better patient movement during emergency, computer controlled table movements in vertical and horizontal directions.
	A CCTV system with LCD display to observe the patient should be provided: Moving table angiography should be possible.
	There should be a hand held alarm for patients
	<b>COMPUTER SYSTEM !IMAGE PROCESSOR / OPERATOR CONSOLE</b>
	The main Host computer should have a 19 inches or more high resolution LCD / TFT color monitor with 1024 x 1024 matrix display
	The system should have image storage capacity of 100 GB for at least 2,00,000 images in 256x256 matrix.
	The reconstruction speed should be at least 1300 or more for full FOV 256 matrix.
	The main console should have facility for music system for patient in the magnet room. The system should have DVD / CD/ flash drive archiving facility. Supply 5000 DVD along with the system. The system should be provided with auto DVD writer.
	Two way intercom system for patient communication.
	MRI System should be enabled and networked to RIS/HIS
	<b>MEASUREMENT SYSTEM</b>
	Large Field of View should be at least 48 cm in all three axis.
	The measurement matrix should be from 128x128 to 1024x1024.
	Minimum 2D slice thickness mm should be equal to or less than 0.5
	Minimum 3D slice thickness mm should be equal to or less than 0.1 ..
	<b>COIL SYSTEM</b>
	The main body coil integrated to the magnet must be Quadrature/CP. In addition to this following coils should be quoted (total 14 including body coil)
	Dedicated Neuro-vascular Coil with 20 or more channels or Head / Neck Coil combined, capable of high resolution neuro-vascular imaging

	Dedicated 32 channel Spine Array/Matrix Coils for thoracic and lumbar spine imaging.
	Dedicated 32 channel Body Array/Matrix coil with at least 50cm z axis coverage for imaging of abdomen, angiograms and heart. The vendor does not have 32 channel coil can quote for coil combination of two coils covering 50cm at a time .
	Dedicated 32 channel Coil for peripheral angiography application
	Bilateral Breast Coil with at least 16 channel with fully functional spectroscopy. System should have facility for breast imaging with Interventional Planning software and hardware for MR guided breast biopsy. If the 16 channel coil does not suit for Biopsy then Vendor can quote for an additional coil for Biopsy application.
	2 channelExtremity coil
	8 channel Dedicate shoulder coil
	8 channel Dedicated Knee Coil
	2 channel General purpose flexible coils and circular coils
	2 channel Loop Flex Coil
	Coil Storage Cart
	The system should continuously monitor the RF coils used during scanning to detect failure modes. RF coils should not require either set up time or coil tuning; Multi coil connection for up to 2 or more coils simultaneous scanning without patient repositioning i.e. like <i>4GTIM/GEM/D stream coil combination</i>
	APPLICATION SEQUENCES
	The system should have basic sequences package with Spin Echo inversion Recovery, Turbo Spin Echo with high turbo factor of 256 or more, Gradient Echo with <b>ETL</b> of 255 or more, FLAIR.
	Single slice, multiple single slice, multiple slice, multiple stacks, radial stacks and 3D acquisitions for all applications.
	Single and Multi shot EPI imaging techniques with ETL factor of 255 or more
	Fat suppression for high quality images both STIR and SPIR.
	The system should acquire motion artifact free images in T2 studies of brain in restless patients (Propeller, Multivane, Blade etc)
	Dynamic study for pre and post contrast scans and time intensity studies
	MR angiImaging: Should have <i>2D/3D</i> TOF, <i>2D/3D</i> PCC , MTS and TONE, CEMRA, Facilities for Accelerated time resolved vascular imaging with applications like Treat/Tracks/TricksXV sequences.  The system should be quoted with VIBE/THRIVE or equivalent.  The System should have software like Vibrant XV/ BLISS and equivalent
	Fat and water excitation package. Diffusion Weighted Imaging, with at least bvalue of 5000 or

	more.
	Bolus chasing with automatic and manual triggering from fluromode to 3D acquisition mode with moving table facility.
	Non contrast enhanced peripheral angiography for arterial flow with Native/ Trance/Inhance
	Whole body screening imaging studies for metastasis
	Whole body diffusion weighted imaging with background suppression
	The system should be quoted with ASL software .
	The system should be quoted with m-Dixon/Dixon/iDEAL software .
	High resolution Abdominal and Liver imaging in breathhold and free breathing modes with respirator triggered volume acquisitions, liver iron quantification software, spectroscopy.
	The system should have basic and advanced <b>MRCP</b> packages including free breathing and 3D techniques.
	The system should have facility for flow quantification of CSF, vessel flow and hepatobiliary system.
	The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, Multislice & Multiangle 2D, 3D Spectroscopy and Chemical shift imaging in 2D/3D. The complete processing/post-processing software including color metabolite maps should be available on main console. Complete prostate spectroscopy hardware and applications should be provided.
	Advanced Cardiac Applications: VCG gating, Morphology/wall motion; Cine perfusion imaging; Myocardial viability imaging; Arrhythmia rejection techniques, Advanced Cardiac Ventricular Measurement Analysis; Cine Cardiac Tagging Techniques; Coronary artery techniques; real time interactive imaging, 2D/3D fast field echo/balanced/steady state techniques.
	Advanced Breast imaging Package.
	Perfusion imaging of brain and breast with software for analysis.
	Susceptibility weighted imaging/ Venous BOLD imaging
	Multi Directional in DWI and DTI with minimum of 32 Directions. Prospective motion correction enabled software preferred.
	Functional Imaging with package for Bold imaging and spectroscopic imaging & processing package with paradigm generator (non goggle based) with large high resolution monitor that can be moved to any part of the exam room. It should be fully integrated with MR console for driving the paradigms. Should have console computer, E prime, microphone, fiber optic cables etc.
	High resolution imaging for inner ear.
	High resolution imaging for cartilage and musculoskeletal imaging.
	Advanced Spine Applications package for nerve root analysis.



	Fusion software at workstation.
	The System should be quoted with compressed sense used in all sequences with 2D,3D and 4D application. Also the multi band sense / SMS for EPI application.
	<b>WORKSTATION</b>
	A work station with preferably the same user interface as of main console is required with the availability of all necessary software including.
	Basic post-processing software including MIP, MPR, surface reconstruction and volume rendering technique.
	Advanced post-processing offered applications including FMRI, perfusion quantification, advanced diffusion and DTI, advanced cardiac evaluation including perfusion analysis, processing of 2D/3D CSI data, with color metabolite mapping, quantification of CSF flow data, vascular analysis  package, fusion.
	It should have at least 19 inch LCD TFT color monitor, with hard disk of at least 120 GB for at least 250,000 image storage in 256 matrix, and 4 GB RAM capacity or more, with self playing DVD/CD archiving facility.
	The workstation should display cardiac cine images in movie mode with rapid avi creation
	The workstation should enable printing in laser film camera and color printers
	<b>SAFETY FEATURES</b> - The System should have following safety features
	The magnet system should include an Emergency Ramp down unit ( ERDU) for fast reduction of the magnetic field with Ramp Down time below 3 minutes.
	The magnet should have quench bands that contain the fringe fields to specified value in the event of a magnet quench
	Real time SAR calculation should be performed by software to ensure that RF power levels comply with regulatory guidelines and are displayed on each Image
	The system shall have manual override of the motor drive for quick removal of the patients from the magnet bore
	Temperature sensor (built in) for magnet refrigeration efficiency must be provided
	<b>DOCUMENTATION</b>  a. DICOM compatible Dry Chemistry laser camera with integrated processor for filming from main console & workstation.  b. Printing on films of 14" x 17", 11" x 14" and 10" x 8" sizes in a resolution of 500 or more dpi. It should be possible to connect other imaging modalities to the printer. 5000 compatible films to be provided.  c. A color laser printer for printing high-resolution colour-coded 3D images and protocols on plane in 1200 dpi resolution and more than 20 ppm.
	<b>UPS</b>  The system should be provided with UPS system for the complete system with at least 30

	<p>minute back up.</p> <p>Suitable diesel generator (120-125kVA)</p>
	<p>SUITABLE RF ENCLOSURE</p> <p>RF cabin .The system should be supplied with the imported RF cabin with RFshielding, RF Door screen, and interiors for the same should be carried out suitably</p>
	ACCESSORIES
	Dual Head Non-ferromagnetic Pressure Injector with 100 sets of syringes.
	Water Chiller for Cold Head for Gradients
	MRI compatible Anesthesia Unit and Ventilator with Pulse Oximeter - all of international manufacturer (Annexure-I)
	Two Non-ferromagnetic patient transfer trolley of international make should be provided
	Fire Fighting System, Detectors and 6 Fire Extinguishers
	Hand held metal detectors
	Closed circuit CCD camera
	Phantoms for image quality audits
	<p>Warranty and CMC:</p> <p>The system should have warranty for five years including helium refill, all accessories and turnkey work.</p> <p>Contract (CMC) for the whole equipment including helium refill and all accessories including turnkey and generator for 5 years should be quoted after warranty.</p>
	The model with 'the best and latest technical features' available with the vendor should be quoted in tender response with original printed vendor data sheets. The system should incorporate all the features as per the December 2010 RSNA standards/declaration.
	<p><b>Turnkey</b></p> <p><b>The site inspection will be done by the vendor in consultation with technical experts of Radio diagnosis deptt. &amp; Engineering Section of GMC. After that drawings and turnkey details will be finalized.</b></p>

<b>Biplane Digital Subtraction Angiography (DSA) with accessories</b>	
<b>Sr. No.</b>	<b>Technical Specifications</b>
	<p>System must be Di-com-3 standard compatible and should be able to transfer the images on to a computer.</p> <p>The equipment should be of latest technology. The future software updates should be provided in the offered machine, as and when launched by the company without any additional cost for a period of 5 years after handing over of the system.</p>
	<p>The system should be cost effective, reliable and should provide excellent performance with high patient throughput besides advanced biomedical research. All technical specifications must be supported with printed technical literature and product data sheet. Each specification corroborated in compliance statement must give the page number where it is listed in the product data sheet. If the standard product datasheet is not in conformity with the bid response, clarifications should accompany in the form of letter/certificate from the competent authority/ original manufacturer, in the absence of which product datasheet will prevail for the purpose of evaluation and decision of the technical committee shall be final and binding on the suppliers.</p>
	<p>The detailed specifications that follow shall be understood to be the minimum requirement and any additional feature of the equipment offered should be specified separately which has to be offered as a standard without any additional cost. Third party item's literature is mandatory. The comprehensive offer should comprise delivery, installation, turnkey work. The balance payment will be released after satisfactory performance of the machine for at least 3 months.</p>
	<b>The system should be the state of the art equipment with essential features as mentioned below.</b>
<b>A</b>	<b>Gantry</b>
1.	The system should have two gantries: one floor mounted and one ceiling suspended providing full body coverage without repositioning the patient. The lateral plane should have motorized longitudinal C-arm movement.
2.	It should be possible to pre-program the gantries for multiple examination positions.
3.	All movements of the gantries should be controlled by the joystick on the table side as well as from the control room.
4.	The system should have adequate collision protection for the safety of the patient.
5.	Both gantries should have fast speed for angulations and positioning. The frontal system should have a speed of at least 15 degree/sec. For all positions and lateral plane should have a speed of at least 8 degree/sec.
6.	Gantry angulations in both planes frontal and lateral should be freely user selectable to satisfy clinical imaging needs.
7.	Both the gantries should have an automatic positioning capability dependent on the reference image being selected and possibility to select reference image depending on the gantry position. It should have auto stops in isocenter in various positions like Park position, Neuro, Cardiac or Peripheral

	positions.
	<b>B. Patient Table:</b>
1.	The table should have motorized / Floating longitudinal and horizontal and motorized vertical travel. The table should have motorized longitudinal movement for bolus chase application.
2.	It should have full range of applications without restriction on position during CPR.
3.	It should have the facility for automatic bolus chase for peripheral angiography.
4.	The table should have a Trendelenburg tilt facility.
5.	It should be possible to lock the table in any position.
6.	The table should support weight of 150 kg excluding accessories.
7.	System should have foot switch for releasing fluoroscopy, acquisition and table breaks.
8.	Table side control for 3D acquisition and display of processed 3D images back to the examination room.
<b>C</b>	<b>X-Ray Generator :</b>
1.	Generator should be multi-pulse/high frequency for constant output.
2.	Output should be 100 KW or more.
3.	Radiography KVP range should be 40 KV – 125 KV or more.
4.	Output at 100 KV should be 1000 MA or more.
5.	It should have automatic exposure control device for radiographic fluoroscopy and angiography mode.
6.	It should have digital display of kVP&mAs.
7.	Anatomical programming radiography should be possible.
8.	It should have over loading protection.
9.	It should have the facility for pulsed fluoroscopy at variable rates for reducing the x-ray dose to the patient during intervention procedure.
<b>D</b>	<b>X-Ray Tubes:</b>
	Both planes should be provided with rotating anode high speed tubes allowing high power of heat dissipation with at least one of the tubes should provide 80 KW output. Tube should be having a Secondary Grid switch for cutting the unnecessary radiation to Patient, operator and staff.
	The focal spot should have the following sizes:
	1.2 mm or less.
	0.5mm or less.
	Anode heat storage capacity should be <b>5 MHU</b> or more having liquid bearing technology or metal lubricant or specify the alternative cooling method available.
	The system should have adequate cooling facility for the x-ray tubes for uninterrupted performance

	during procedure for at least 6 to 8 hours continuously.
<b>E</b>	<b>Collimator:</b>
1.	One collimator for each plane is to be provided.
2.	The collimator should have facility for automatic copper pre-filtration for reducing the x-ray dose.
3.	Grid The collimator leaf should have IRIS / rectangular type arrangement.
4.	The collimator should have the facility for the dose measurement chamber in order to display the skin dose on the monitors in the lab.
5.	The system should have positioning of collimator blades without radiation.
6.	It should be possible to create and print the DICOM based dose report of the patient.
7.	The system must have latest software / hardware packages for radiation safety of operator and patient.
<b>F</b>	<b>Biplane Digital System:</b>
1.	Dynamic flat detector system with high spatial and 16 bit contrast resolution.
2.	Size of frontal plane should be at least 40 cm diagonal.
3.	Size of lateral plane detector should be at least 39 cm diagonal
4.	It should provide multiple formats/fields at least of 4 sizes.
5.	Spatial resolution should be at least 3.0 LP/mm in frontal plane and 2.5 LP/mm in the lateral plane.
6.	56 inch monitor display with contrast ratio of 4000:1 in examination room for simultaneous display of maximum 6 images( at least live , reference, 3D rotational angio and unsubtracted image should be seen simultaneously.
7.	Two 19 inch medical grade LCD/TFT monitors should also be provided in the examination room with facilities to display line /reference/ 3DRA image as and when required.
8.	4 medical grade monitors, two for each plane (live & reference image) in the control room should be provided.
	\Console Monitor for patient registration.
	19 inch physiology monitor in examination with the requisite computer system for BP,Pulse,Temp.,Respiratory rate, NIBP, IBP, SpO2 measurement, display and analysis.
<b>G</b>	<b>Digital Imaging System and essential softwares:</b>
1a	Road mapping facility (Real time 2D & 3D) should be available with possibility of superimposing of fluoro image on reference image. Facilities for unlimited subtracted high resolution fluoroscopy should be available.
1b	Bolus chase software should be provided.
2.	<b>It should have the capability to acquire and post process images in 2K matrix at least in one plane with a maximum speed of 6 frames or more per second on-line subtraction. Specify the</b>

	<b>maximum image acquisition rate without subtraction.</b>
3.	Post processing software facilities with real time edge enhancement, positive/negative image display windowing, electronic shuttering, roaming, image reversal, zooming and magnifying with text and annotation junctions should be available both on main console and work station.
4a	Rotational angiography facility (2D & 3D) at a speed of at least 30 degree/sec. with acquisition frame rate of at least 30 frames/sec. in 1k matrix with facility for online display of subtracted images should be available. Specify if the rotational angiography is with on-line subtraction in 1024 matrix.
4 b i)	3D Rotational data acquisition with an output of cross sectional CT like images should be possible. These CT like images should be available in control room as well as examination room monitors.
ii)	It should be possible to have CT like imaging with collateral filling to see the lesion with ischemic stroke patients for immediate care with intra-venous injections.
iii)	The system should have latest imaging processing software to have excellent quality at lower dose.
iv)	CT images for visualization of device/stent and flow diverters and for feeder vessels in area of tumor
5	It should have software for acquiring data of Body and neuro perfusion and its post processing.
6.	Last image hold or reference image toggling with fluoroscopy should be available.
7.	It should have minimum image storage capacity of 1,00,000 images in the 1024 x 1024/10 bit.
8.	Digital subtraction angiography software of automatic pixel shift enhancement for iodine and CO2 contrast should be possible.
9.	The complete digital system along with workstation should be networked and connected to a DICOM compatible laser camera.
10.	The digital system should have software for vascular analysis and quantification including stenosis %. All measurement should be possible from the patient table side.
11.	Archiving in CD/ DVD. 5000 CD or 1000 DVD should be supplied with the unit along with CD/DVD recorder.
	<b>Body and neuro perfusion</b>
12.	<p>Separate workstation should be provided with at least (128 GB) main memory for 3D reconstruction to free the main system for continuation of procedure immediately after 3D acquisition. The 3D reconstruction should be fast and the 3D projections should be displayed both in the control room as well as the examination room. It should be possible to recall and view images acquired in the rotational mode(subtracted &amp; unsubtracted) alongside the 3D images in both the rooms. Review of all images should be fast, interactive and user friendly in both the rooms. All options related to 3D(MIP, SSD, VRT, slicing, measurement tool, volumetry etc.) should be available. Software to fuse CT, angio&amp; MR images of the same patient at the independent workstation is desirable.</p> <p>The independent workstation should be capable of the following functions:</p>

i.	3D reconstruction using SSD, VRT, MIP in true 512 matrix with color display in the control room and the examination room.
ii.	Stereoscopic display of 3D reconstructed image on the workstation should be available.
iii.	Retrieve & review any image/any series from the system disc independent to the ongoing work on the main system.
iv.	Retrieve & review of any image/any series from the server/PACS independent of the ongoing work on the main system.
v.	Immediate background transfer of all images as soon as they are acquired, to the Server/PACS.
vi.	Compose & hardcopy images independent of the ongoing work on the main system.
vii.	Feed live & retrieved images to additional slave monitors to be installed in teaching room.
	<b>H. Essential accessories:</b>
	The following essential accessories to be provided with the unit:-
1.	On line UPS for the complete system, accessories including both tubes to enable acquisition for both planes with 30 min.back up.
2.	One pressure injectors of reputed make along with 50 disposable syringes sets.
3.	Dry Chemistry Laser Imager with resolution of 600 DPI or more. DICOM ready and online for film size of 14" X 17" . The system should also be connected to other existing cameras in the department.
4.	Ceiling suspended radiation protection system and table side protection system.
5.	Focused ceiling mounted light with a handle for positioning the light.
6.	Ultralight weight lead gowns as per the following specifications: 10 Nos.
i.	It should have lead equivalent of 0.5 mm.
ii.	It should be double sided type lead apron.
iii.	It should be light in weight.
7.	Thyroid Guard in- 10 Nos.
8.	Lead spectacles – 6 Nos.
10.	Lead protected viewing glass (Size: 200cm X 100cm)
11.	Bi Phasic Defibrillator – 1
12.	Head support -2
13.	Neuro mattresses – 1
14.	Set of arm supports with adjustable cath arm support.-4
15.	Multiarmed drip stand mounted and adjustable on the table.-4
16.	Patient straps.-4

17.	ACT monitoring machine of reputed make with ACT vials-500.
20.	To link video outputs from Procedure room to conference room.
20.	Integrated two way communication system between control room and examination room.
21.	Portable USG machine with following specifications:
	Ultrasound machine should have 2 active ports
	The unit should be state of the art with digital color Doppler with following details:
1)	Monitor size should be at least 15 inches
2)	Multiport connectivity with selection of probes from console
3)	Display of USG images in the lab. Monitor
4)	Probes: a) Convex probe 2 – 4 MHz (+ 1 MHz).
b)	Linear array probe 4 – 10 MHz or more (+ 1 MHz).
c)	Wide band micro convex probe 4 – 10 MHz (+ 1 MHz)(small foot print)
	System should be US FDA and European CE approved.
	<b>WARRANTY</b>
a)	a) The equipment should have warranty for a period of 5 years from the date of handing over the fully functional unit with all accessories supplied (such as UPS, AC, pressure injector and all third party items etc) The vendor should take care of day to day running of UPS, AC etc.
b)	Even during the warranty period the desired up time of 95% of 365 days in a year (24 hr basis) will be ensured, no discount will be given on account of public holidays / Sundays. In case the down time exceeds the 5% limit, extension of the warranty period by the excess downtime period will be carried out.
	<b>POST WARRANTY COMPREHENSIVE MAINTENANCE CONTRACT (CMC) FOR NEXT 5 YEARS</b>
a)	The CMC should include X ray tube + labor + spares for the complete system which includes all the accessories supplied such as UPS, AC & third party items etc.(consumables included) and maintenance for another 5 yrs.
b)	The desired up time is 95% of 365 days ( 24 hrs basis ) in case the machine is found not to be working for reasons other than force majeure conditions, no discount will be given on account of public holidays/ Sundays. In case the down time exceeds the 5% limit, extension of the CMC period by the excess downtime period will be carried out.
	<b>SPECIAL TERMS AND CONDITIONS</b>
a)	Point wise technical compliance report supported by the technical catalogue/ specifications must be submitted in all truthfulness and shall be essence of the technical bid.
b)	The technical queries will only be entertained before opening of price bid. The company has to give



	an undertaking for the same.
c)	The vendors have to provide the list of installation of the quoted / near similar models of machines installed in India /Abroad.
d)	The vendors have to provide the location of the nearest service center to ensure prompt repair / maintenance of the machine.
	<b>Certifications:</b>
1.	The quoted model should be AERB approved. In case of first installation of quoted model in India, NOC from AERB for import must be submitted and the balance payment will only be released after AERB type approval of the quoted model is provided by the vendor. The offered unit and its installation must confirm to AERB guidelines and certification from AERB should be provided by the supplier.
2	Offered model should be European CE and US FDA approved. Copy of certifications should be submitted with bid.
	<b>Training :</b> On-site training of all faculty members & radiographers by application specialist for 4 weeks at time of installation.
	<b>Turnkey for Biplane DSA System</b>
	The project is to be executed on a turnkey basis in active consultation with the faculty of the Department of Radiology and Dept of Engineering (civil & electrical) of the institute.
	The vendor must visit the site, at their own cost, before they submit their quotation for the turnkey and give a certificate that the proposed site is suitable for installation of DSA system. Before submitting their bids, the vendor has to submit the proposed layout of the DSA section according to the requirements of the department and with active consultation of technical committee without fail. All the turnkey work has to be done according to AERB guidelines. AERB site approval will be responsibility of the company.
	<b>The Biplane D.S.A centre shall consist of the following rooms and all the rooms / facilities have to be equipped with all necessary civil and electrical works required for smooth functioning of the DSA section.</b>
a)	Biplane D.S.A Room (Procedure room). It should have separate entrances for patient transportation and for technical personnel, usually from the control room
b)	Console Room

c)	Equipment Room
d)	Patient preparation room
e)	Patient recovery room with space for at least 4 beds and nursing station.
f)	Non vascular intervention room with C Arm, RF Ablation & USG.
g)	Change rooms for male and female staff.
h)	Scrub area, catheter wash area with foot operated hands free scrub unit with disinfectant/soap solution
i)	Consultant room.
j)	Reporting Room
k)	Store
l)	Wash Room for staff
	This project involves installation of the new DSA equipment with all necessary accessories, civil, mechanical and electrical work to facilitate the commissioning of the equipment and the same shall be at the supplier's cost and risks if any. The institute however, will provide the site for the turn key project and main electrical supply upto the equipment room. The road map for turn key project and equipment should be provided in words and as bar diagram presentation. Clearly specify the time to be taken for completion of turn keyproject and installation and commissioning of the machine commencing from the date of getting the final order. In case of not meeting the final time schedule, a penalty will be imposed at a rate of 25,000 rupees per day on the defaulting firm.
	-The air conditioning system for the whole DSA section. Ductable package air conditioners and split AC units may be used according to room requirement and suitability.The outdoor units of AC should have grill covering.
	-Two view boxes (each accommodating at least three films of 14x17) which should be thin & compact, should be flicker free and of high luminous density of at least 6500 cd, with shutters and electronic dimmer.
	-The flooring shall be done with 600X600 high density mat finish vitrified ceramic tiles.
	-The walls of Procedure room, Catheter wash/ scrub room, wash room and Non vascular intervention room shall be finished with high density ceramic vitrified tiles 600 X 600 mm upto false ceiling height.
	-The false ceiling shall be of perforated aluminum panel with acoustic/ thermal lining.
	- The general lighting with mirror optic lights-LED type should be used. The switches will be modular Anchor Roma make or equivalent.
	-Telephone wiring along with sockets for each room.
	-Conduits for DICOM and PACS system and existing wiring of LAN cable for HIMS.
	- Fire sensor and alarm system of ISO 9002 quality.
	-Quality of water supply GI pipes should be of Jindal make or equivalent. The sanitary fixtures/ fittings should be of superior quality.
	- Aluminum doors windows and grills of minimum 10 gauge.

	- Cabinets should be made of 19mm thick water proof commercial board finished with 1 mm thick lamination of approved shade with hard wood edging.
	- Electrical wires of ISO 9002 multicore type of PVC copper.
	- Furniture <b>All furniture items should be of standard make</b>
	a) Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Consultant room and viewing area. – 10Nos
	b) Wall mounted shelves for catheter and other procedural hardware – 4 Nos.
	c) Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement.
	d) Drug trolleys 1 numbers for patient preparation area.
	e) Patient trolley with rubber foam mattress to be kept in the patient preparation room.
	f) Signage for DSA section.
	g) Tables for Workstation and Radiologist in reporting room.- As per requirement
	h) Changing rooms should have lockers and dressing table.
	i) Dustbins (plastic with lid) to be provided as required.
	j) Foot controlled hand free two station scrub unit with disinfectant/ soap dispenser.
	Any additions and alterations as and when required during the turn key work will be done by mutual discussion between the supplier and technical committee. The whole turnkey has to be done to the fullest satisfaction of the technical committee and engineering dept (Civil& Electrical). In case of any difference of opinion the decision of the technical committee shall be final and binding on the supplier.
	If the technical committee or Engineering wing desires to make any addition /alterations, the vendor has to abide by their decision.
	<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS</b>
	<b>ITEMS WITH PREFERRED MAKES:</b>
	<b>FLOORING VITRIFIED TILES</b> - Somany, Kajaria , H&R, Johnson, RAK india
	<b>PAINT</b> - Dulux, Asian Paints , Nerolac
	<b>PLUMBING</b> - Kohler, Jaguar , Grohe , Roca
	<b>SANITARY ITEMS</b> - CERA, Hindware, Parryware
	<b>ELECTRICAL</b>
	<b>CABLES</b> -Finolex, Havells ,V-Guard
	<b>SWITCHES</b> - Legrand, L&T, Crabtree , Roma
	<b>DISTRIBUTION BOX , MCB</b> - Legrand, L&T, Siemens, Havels
	<b>LIGHT FITTINGS</b> - Philips / Crompton / Wipro/Syska

	<b>AIR CONDINTIONING</b> - Daikin, Hitachi, Blue Star, Voltas,
	<b>FURNITURE</b> -Hermen Miller , Godrej , Featherlite,Geeken

<b>HIGH END COLOR DOPPLER SYSTEM</b>	
<b>S. No</b>	<b>Technical Specifications</b>
1	The unit should be latest state of the art latest digital colour Doppler with broadband beam forming for abdominal, vascular, Obst. & Gynae, pediatric, musculoskeletal and small parts application.
2	The machine should be USA FDA certified.
3	It should have at least 55,000 digital channels / hardware channels.
4	Acquisition rate of at least 1000 frames per second.
5	Imaging Modes: 2D, M-Mode, colour flow imaging, pulse Doppler, continuous wave Doppler, power Doppler and transcranial Doppler, USFDA Approved Coloured Shear wave elastography for Liver on convex probe (Measurements in KPA & m/s), USFDA Approved Shear wave elastography on Linear probe
6	The machine should have the facility for real time 3D and 4D imaging with multiplanar viewing and rendering capability. 3D/4D and MPR imaging should be available. Volume display with surface rendering (transparency, brightness and lighting controls), X,Y,Z rotation capability , Multi planar reconstruction (MPR) view display, specialized algorithms and maps to maximize three-dimensional display, Region of interest (ROI) trim tools on both volume and multiplanar reconstruction (MPR) views, slice control on MPR and volume displays. Machine should be able to perform distance, curved distance, ellipse, trace, volume and stacked contour volume. It should display as 1-up (full volume), 4-up(volume/MPR) or Direct iSlice display. Display of tick slice data and slice plane view of the 3 MPR views.
7	The machine should have facility for simultaneous dual/duplex/triplex modedisplay.
8	Tissue harmonic imaging should be available on phased, linear, 3 D and curved array transducers. Tissue harmonic imaging should be available in 2D, colour flow imaging, M-mode and 3D rendering modes.
9	The machine should have tissue harmonic imaging in power Doppler imaging mode for improved sensitivity and specificity in differentiating blood/agent from tissue.
10	The machine should have contrast harmonic imaging and should have optimization settings to detect the contrast agents.
11	Machine should be capable of real time Compound imaging on linear, curved and volume arrays. The compound imaging should have at least 9 beam steered lines of sight.
12	The machine should have facility for real time fetal echocardiography.
13	The machine should be equipped with hardware and software support forperforming contrast enhanced ultrasound imaging.

14	High dynamic range of 180 dB or more.
15	The machine should have 256 Grey shades (8 bit) or more.
16	One touch image optimization should be available in 2D mode with one button automatic adjustment of TGC and Receiver gain and Compression curve based on the range of detectable tissue signals.
17	There should be one button automatic adjustment of Doppler PRF, baseline, dynamic range and gain in Doppler mode.
18	Pulsed wave Doppler should be available on all ,imaging transducers with adjustable sample volume size :1.0-2.0 mm (transducer dependent), simultaneous or duplex mode of operation, simultaneous 2D, colour doppler, pulsed doppler, high PRF capability in all modes including duplex and triplex and automatic adjustment of scale and baseline.
19	System should support broad band/wide band probes spanning with frequency range from 2-17 MHz ( $\pm 1$ MHz).
20	Automatic Doppler analysis should be available with automatic real time and retrospective tracing of at least six of following user selectable paramaters: peak systolic velocity, end diastolic velocity, mean diastolic velocity, volume flow, time average mean velocity, time average peak velocity, resistive index, pulsatility index, systolic/diastolic ratio, acceleration/deceleration times.
21	The machine should have built in ECG and physiologic signal module providing on screen ECG trace in B, M and Doppler modes, ECG sync with PW, CW or M mode, ECG signal for triggering.
22	Technique should be available to improve penetration and recover more tissue information for greater detail resolution at extended depths.
23	The machine should have cineloop review facility in individual; and mixed modes with memory upto minimum of 400 images and minimum of 10 minutes of Doppler/M mode data.
24	The machine should support intima media thickness (IMT) quantification with automatic or user assisted tracing of intima –media complex and the calculation and display mean and standard deviation IMT based spatial average of intima-media distances from each scan line.
25	The machine should have facility of direct storage and retrieval of B/W and colour images (both frozen and cine loop) in the inbuilt hard disk drive. In built hard disk storage for images should be more than 20,000 images or 80GB at least.
26	Support at least three transducers with universal ports allowing any transducer to be connected to any port.
27	A high resolution fully articulating non interlaced flicker free, anti glare, flat panel display of 21 inches or more.
28	Computer package for measurement and calculation, provision for distance, area, volume and circumference.
29	Complete obstetric, cardiac, vascular, renal evaluation package should be available.

30	Zoom facility (upto 6 times or more magnification) with high resolution results and pan capability in both real time and frozen images.
31	The system should have CD-DVD and USB archival (DICOM and PC format)
32	It should be DICOM (3.0 or higher version) ready with print, save, modality work list for connecting to PACS system.
33	Unit should have a four caster design with central braking system
34	The machine should be connected to the already existing printing station in the Radiology department..
35	Image management system along with colour laser printer of HP/SONY/CANON make. Colour laser printer should be capable attaching directly to the machine. Five original cartridges per year to be provided for next 10 years.
36	Two UPS with 30 minutes back up time, one each for ultrasound unit and computer associated with Image management system. Alternatively, the machine and/or computer may have inbuilt battery back up.
37	The unit should have the following electronic probes:
(i)	Broadband Convex array transducer 2-5 MHz( $\pm$ 1MHz) with biopsy guide
(ii)	Linear array transducer 5-17 MHz ( $\pm$ 1 MHz) with biopsy guide
(iii)	5-12 MHz ( $\pm$ 1 MHz) 50 mm linear array transducer.
(iv)	Small foot print phased array transducer 5-8 MHz ( $\pm$ 1 MHz) for neonatal head ultrasound.
(v)	Endo cavitory probe 4-9 MHz( $\pm$ 1 MHz) with biopsy guide for transvaginal and transrectal Imaging.
(vi)	Phase array transducer 2-5 MHz ( $\pm$ 1 MHz).
(vi)	Transvaginal Volume Transducer (4D) (4-9 MHz $\pm$ 2 MHz).
vii)	1-6 MHz ( $\pm$ 1 MHz) - 4D Electronic Volume / Matrix Probe (Mechanical Transducer not acceptable)
38	Fusion Imaging: The system should be able to allow ultrasound guided navigation with real time combination of CT – MR modalities.
39	The unit must have Spatio-temporal Image Correlation (STIC) displaying the fetal heart beating in a multiplanar display, preserving spatial relationships in the B and C planes Which may allow for an easier view of fetal heart valves and wall motion, to aid in detecting anomalies during routine obstetrical exams.
40	Automated Calculations for BPD, AC, FL and HC parameters for Obstetrics Ultrasound.
41	System should also have latest FDA approved Ultrasound contrast media vascular application which should be updated free of cost for next 10 years.

42	Free software updates during the period of 10 years.
43	Sonography based volume computer aided display heart or equivalent including HDLIVE-FLOW or equivalent.

## TECHNICAL SPECIFICATION FOR 3.0 TESLA MAGNETIC RESONANCE IMAGING SYSTEM

Whole body 3.0 Tesla Magnetic Resonance Imaging system optimized for higher performance in cardiac and neurological examinations with short superconducting magnet, high performance gradients and digital Radio frequency system. The system should have 32 channels RF system. Silent scanning (noise level <80dB) to be enabled as standard

1. **MAGNET**
  - a. 3.0T active shielded super conductive magnet with best homogeneity. Field stability over time should be < or equal to 0.2 ppm/hr
  - b. Length should be short with at least 70cm bore diameter.
  - c. It should have facilities of better illumination ventilation and designed to avoid patient claustrophobia.
  - d. The homogeneity of the magnet should be mentioned in relation to 10, 20, 30, 40 cm DSV. Automatic shimming in phantom should be better than 3.5ppm in 40 DSV.
  - e. Please specify upto what FOV gradient linearity is maintained.
  - f. Magnet should be shielded from external interferences. Smaller fringe field preferred 5 Gauss and 10 Gauss Line in X, Y, Z axis specify yours Quote value for 5 gauss and 10 gauss line. The 5 Gauss line will have to be marked.
  - g. Cryogen vessel to be of Helium only with appropriate super thermal shielding and refrigeration facility for minimum Helium boil-off. Specify the Helium tank capacity and boil-off rate.
  - h. Helium level monitoring equipment in the magnet and facility for appropriate quick shutdown of the magnet in the event of emergency
  - i. Helium refill time should not be not less than 2years. Please mention the helium refill time.
  - j. Noise level inside the examination room should be minimum as possible. Specify db level
  - k. **The vendor should quote model with physiological signal display on gantry if available**
  - l. Built - in 2 way Intercom facility to communicate with patient is required
  - m. Emergency helium release button should be provided at least
2. **Shim system**
  - a. High performance and highly stable shim system with global and localized manual and auto-shimming for high homogeneity magnetic field for imaging. Specify time for shimming. Quote the number of shim coil used
  - b. Off-centre shimming should be possible.
  - c. Auto shim (global and voxel shim) should take minimum time to shim the magnet with patient in position.
3. **Gradient system**
  - a. Activity shielded Gradient System with strength of at least 44 mT/m at slew rate of 200T/m/sec to be achieved simultaneously for the same FOV & preferably low linearity. The rise time should not be more than 250 micro second to reach the maximum gradient strength.
  - b. These true slew rates should be available in each axis independently, for overall better duty cycle performance of the gradient.
  - c. Minimum Slice Thickness in 2D & 3D should be specified in relation to the sequences.
  - d. Echo Train length in both Spin echo and Gradient Echo should be at least 255 or more.
4. **RF system**
  - a. A fully digital RF system capable of transmitting power of at least 25 KW or more, Dual RF power amplifiers. System should be capable of Multi Transmit with Multi amplifier driving / True shape for better B1 homogeneity
  - b. It should also have at least minimum of 32 independent ADC hardware RF channels with each having bandwidth of 1MHz or more along with necessary hardware to support Quadrature/CP array coils.
  - c. It should support Parallel acquisition techniques like ASSET/SENSE/IPAT with a factor of at least 4.
5. **RF Coils**

The system body Coil integrated to the magnet must be quadrature /CP. In addition to this coil, following Coils (preferably be with equal number of elements as the channels) be quoted. RF coils in addition to main body coil (Transmit / Receive or receive coils) auto tune, array or no tune coils. Coils for the following applications should be available with the system: Circular polarized (CP) Array coils should included in the offer. Coil / RF design should support compatibility to coils manufactured by other manufacturers. Please specify the measures taken to prevent dielectric artifacts. (Quadrature



- design & EPI compatible) in addition to main body coil. All array coils should be compatible with parallel imaging techniques. Please specify the number of channels and elements available for each coil. Please mention the true acceleration factor for each of the array coils.
- 32 channels or more head coil-capable of multi frequency MR spectroscopy (1H).
  - Neurovascular coil of 16 channels or more
  - Spine phased array coil 32 channels or more
  - Body phased array coils 32 channels of more (single or in combination) at least 45 cm z-axis coverage for imaging of abdomen, with at least 32 channels acquisition for body parts.
  - Dedicated coil/coil combination for peripheral angiography of 32 or more channel with coverage of 80cm or more. Dedicated coil if available with vendor should be quoted. If not available, original product datasheet and an undertaking from OEM should be submitted**
  - Breast coil 16 channel or more.
  - Shoulder coil:
    - Dedicated Shoulder coil -- Multi channel - 1 No
    - flex coils - 2nos. (One large and one small)
  - High resolution knee coil 8 channels or more; Tx & Rx.
  - High resolution foot/ ankle coil - 8 channels or more
  - Endo-cavitary Coil - Prostate Study
  - Dedicated Wrist Coil.

- The supplier should quote coils or their combinations exclusively for each application. The number of coils should be as per the BOQ. It should be mentioned as independent coils and not having overlapping applications.

## 6. Patient Table

- The table should be fully motorized, MRI Compatible computer controlled table movement in vertical and horizontal directions Position accuracy should be +/- 1.0 C mm or better.
- Should be able to take at least 140 kg load.
- The table should have facility for manual traction in case of emergency.
- Cushions and other patient comfort accessories. All parts of the table should be protected from liquid spill
- The table should have patient hand-held alarm system.
- The table should deliver the protocols for automatic bolus chasing in peripheral angio with automatic table movement.

## 7. COMPUTER SYSTEM IMAGE PROCESSOR / OPERATOR CONSOLE

- Computer should be latest in the industry, fast and efficient
- One colour console for acquisition, all calculations, post processing etc Console must have full colour with user define protocols with programmable inter scan delay. Necessary image processor with large RAM for ultra-fast image reconstruction should be provided It should be at least 8 GB RAM.
- Computational Speed to match the single shot Echo Planar Imaging (EPI). Interactive angiogram, multi-planar three dimensional (3D) reconstruction, surface rendering, dynamic imaging, vascular Imaging/angiography. Functional imaging, DTI etc.
- The main host computer should have at least 18-inch or more TFT/LCD type colour monitor.
- The main console should have facility for music system for the patient in the magnet room.
- Filing and adequate storage for images and other applications.
- Total hard disk memory to be sufficient to store at least 250,000 images of 256 x 256 matrix data size. Systems offering higher storage will be preferred. The system should have CD/DVD archiving facility on the main console and work station.

## 8. Workstation

- One server with 2 node with concurrent licenses to be supplied with the system.  
Licenses: 2 nos Concurrent license here implies the capability to process all the loaded software to be accessible and usable on all the systems simultaneously without any processing delay. The software should also include a reputed antivirus software of a perpetual type or renewed by the supplier.  
Hardware: Node: The vendor has to supply the hardware in the form of CPU and Medical grade monitor 18" or more of 2MP resolution.  
Hardware Server: The server (single/dual configuration) should have image storage capacity of at least 2.5 Tera bytes, minimum 20,000 concurrent slice processing power and at least 64GB RAM. The server hardware to be included with 21" or more TFT/LCD monitor with dual processor. DICOM 3.0 compatibility and interfacing with other modalities must be possible. The workstation shall have the resolution, software and all functionality of a stand-alone workstation

2. All necessary software including post-processing software for all offered applications including evaluation for fMRI, perfusion (ASL, T1 perfusion and T2\* perfusion), diffusion, DTI with fibre tracking, cardiac evaluation, and other associated post processing like MIP, MPR, surface reconstruction should be provided.
 

**The workstation should have the following features:**

  - a. Cardiac perfusion analysis, quantitative T1 mapping, with colour metabolite mapping, quantification of the CSF flow data.
  - b. Image Fusion software should be provided for Inter-modality and Intra-modality fusion.
  - c. Software for vascular properties like IAUC, KEP as standard.
  - d. DSA images should be viewable in Subtraction mode.
  - e. Necessary and adequate hardware and software for sending and receiving the patient data (text + images). Printing of films should be possible from both main console and workstation.
  - f. Workstation should also be able to function independent of the main console.
  - g. Post processing of the MRS data including for CSI with paramagnetic metabolic mapping
  - h. Capability to calculate colour display of real MTT, real CBV, and real CBF
  - i. Compatibility with data from other MRI system for post processing.
  - j. Output in the form of jpeg, avi / equivalent formats should be possible.
  - k. **Cardiac Package: One License:** The workstation should have display of Cardiac cine images in movie mode with rapid avi creation and should have comprehensive cardiac post processing software including for coronary MRA with regular free upgrades in future. Calculation of ventricular area and volume, stroke volume, ejection fraction and relative ejection fraction, Time volume diagram generation, filling rates and myocardial wall motion, Graphic display of output calculation of flow and velocity parameter with colour coded display of velocity parameters. Diffusion tensor Imaging, 3D myocardial tagging should be possible.
  - k. Cartilage mapping should be quoted as standard
9. **Data Acquisition**
  - a. The system should be capable of 2D and 3D acquisitions in conventional, fast & ultra-fast spin echo and gradient echo modes so that real-time online images can be observed if needed.
  - b. 2D multi-slice imaging should be possible in all planes (axial, sagittal, coronal, oblique and double oblique).
  - c. Minimum 512 x 512 matrix acquisition for all applications.
  - d. Half Fourier or other techniques to reduce scan acquisition time while maintaining adequate SNR
  - e. 3D volume, multiple contiguous slabs, multiple interleaved and multiple overlapping slabs
  - f. Slice thickness in 2D and partition in 3D to be freely selectable
  - g. Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console.
  - h. Dynamic acquisition number of repeat scans with delay time either identical time interval or selectable.
  - i. Auto slices positioning from the localizer images.
  - j. Maximum off centre positioning both anterior-posterior and lateral direction and should be selectable.
  - k. Gating: physiological signals like ECG, pulse, respiratory, external signal triggering (interface for triggering input pulse from external source).
  - l. Simultaneous acquisition, processing and display of image data in 2D multi-slice mode.
  - m. Selection of voxel from oblique slices should be possible while doing spectroscopy.
  - n. The application software for image smoothing and edge sharpness etc. for improvement in image resolution should be quoted.
  - o. artifact reduction/motion correction techniques/imaging enhancement/image filtering/image subtraction/addition multiplication/division techniques:
  - p. Flow 1st and 2nd order flow artifact compensation.
  - q. Presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest.
  - r. Magnetization transfer saturation: Off resonance RF pulses to suppress signals from stationary tissue in FOV phase contrast capability in 2D & 3D mode.
  - s. Breath Hold Acquisition for Cardiac and Abdominal Imaging must be possible.
  - t. Fat saturation techniques: frequency selective RF pulses to suppress fat signal in the measured image FO. ROI selective (regional) fat suppression should also be given.
  - u. Magnetization transfer saturation; OFF-resonance RF pulses to suppress signals from stationary issue in FOV.
  - v. Phase contrast capability in 2D and 3D mode.
  - w. Image intensity correction.
  - x. Breath hold acquisition

10. **EPI mode**
  - a. Single and multi shot EPI imaging techniques.
  - b. Data acquisition in all three standard planes (axial, sagittal coronal) and oblique and double oblique planes
  - c. Multi-coil acquisition in order to optimize throughput increase and increased effective FOV. Individual acquisition of every coil should be mentioned.
  - d. Higher matrix acquisition capability in single shot EPI, Acquisition time, TR TE and slice thickness should be clearly mentioned and supported by data sheet reference.
  - e. BOLD, SWI, T2 Perfusion (with all post processing licences as standard)
  - f. Complete Functional MRI of Brain package as standard. It should be a goggle based system.(incl. of patient camera, goggles, headphone and all other related hardware).
  - g. Susceptibility-weighted Phase Imaging to differentiate calcification & haemorrhage.

#### 11. **Imaging sequences**

- a. The system should be capable of selecting TR and TEs as per requirement in majority of the pulse sequences.
- b. Spin echo (SE); multi-slice single echo, multi-slice multi-echo (B echo or more) with minimum TR and TE. SE with symmetrical and asymmetrical echo intervals; MT-SE imaging sequence. **Compress Sensing & Simultaneous Multi-slice Imaging should be available**
- c. Inversion recovery (IR) including short TI, modified IRSE, FLAIR, DIR (Double Inversion Recovery) MT and FLAIR.
- d. Gradient echo (GE) 3D gradient echo with shortest TR and TE, free choice of flip angle selection while maintaining SNR

#### **Fast sequences**

- a. Fast spin echo in 2D and 3D mode T1, T2 and PD contrast capable of acquiring maximum number of slices with a given TR a minimum TE. echo train should be at least 128 or more in fast spin echo mode.
  - b. Half Fourier acquisition capabilities should be available with/ without diffusion gradients and in combination with fast spin echo.
  - c. Fast inversion recovery with spin echo.
  - d. Fast gradient spin echo, IR multi-slice multi-echo mode with maximum turbo factor Sequences should incorporate RF focusing to acquire ultra fast gradient spin echo.
  - e. Fast gradient echo sequence should be provided to acquire images in ultra-fast 2D and 3D mode.
  - f. Fat and water suppressed imaging sequences including the sequence which should give 4 contrast (in phase, opposed phase, FAT and Water) images in a single acquisition to be quoted as standard. EPI optimized sequences for T1, T2, PD imaging, perfusion, regular diffusion values (5b, 3 directions), EPI-FLAIR, CPI-IR, IPI-FLAIR diffusion tensor, EP1-MT-FLAIR, tensor diffusion (5b values in minimum in six directions) for diffusion studies. Suitable artifact /fat suppression techniques to be incorporated in the sequence to have optimum image quality. There should be capability of generation of ADC map (isotropic and anisotropy from the regular diffusion and tensor data). Facility of online generation of ADC map should be there. Optimized sequence package for special applications. **Small focus DWI should be standard.**
  - g. SWI sequence should be as standard.
  - h. MR angio; 2D/3D TOF, 2D/3D Phase contrast (with and without gating) magnetization transfer saturation, black blood angiography for cerebral, pulmonary, abdominal and peripheral vessel For peripheral angio moving table angiography should be offered so that complete limb can be examined in one go Bolus tracking software package should be offered. Sequences for breath hold angiography with contrast enchainment should also be offered.
  - i. NON Contrast Angiography like Native, Inhance, Trance for whole body applications to be quoted as standard.
  - j. Contrast bolus tracking (including single shot whole body MRA, interactive and automatic, etc.
  - k. The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, multislice 2D, 3D Spectroscopy and also the Chemical shift imaging in 2D/3D. The complete processing / post-processing software including colour metabolite maps should be available.
- J2. Full comprehensive cardiac sequences which includes, (a) MR cardiology package for evaluation of heart in long and short axis with black blood cardiac imaging, (b) package for- prospective and retrospective gating, etc. Advanced Cardiac Applications: morphology, wall motion, perfusion imaging myocardial viability imaging, Myocardial tagging. Cardiac functions including EF, ED/ES volume; Cardiac output, and wall thickness. This processing can be in workstation and console.

- l. Sequence package for diffusion study including DTI (tractography) in organs like brain, kidney, muscle, heart etc if available. Unavailable techniques to be provided as and when available without any additional cost.
- m. Perfusion study in organ systems like kidney, brain, heart etc. Evaluation package for calculating CBV, CBF, MTT, perfusion map etc. Post processing of perfusion should be available in console also.
- n. Sequences for MRI imaging of joints with Metal implants like WARP/Maverick should be offered
- o. Hardware and sequences post processing software for MR Elastography of abdomen.
- p. Contrast Kinematics like TWIST / TRICKS / 4DTRAK should be offered.
- q. Image fusion should be offered
- r. Whole body imaging of 200 cm should be offered
- s. Programming environment under research agreement should be offered for creating and modifying pulse sequences and working on the system.
- t. Flow quantification in vessels and CSF, hepatobiliary system.
- u. MRI neurofunctional imaging sequence including BOLD/ Mosaic etc.
- v. Optimized breath hold sequences for abdominal studies including angiogram.
- w. Sequence package for functional mapping of brain.
- x. Internal ear imaging. 3D acquisitions like CUBE, SPACE, VISTA.
- y. Susceptibility Weighted imaging should be provided as essential.
- z. High SNR even in small FOV should be available. (Specify the details of the smallest FOV and the technique)
- aa. Non Contrast perfusion imaging software like 2D/3D-ASL and its post processing should be offered.
- bb. MR Cholangiography and Pancreatogram: Both breath-hold and respiratory triggered - Specialized sequences and processing to perform MRCP.
- cc. Pulmonary 2D/3D MRA sequence, including single breath hold sequence.
- dd. MR ventriculography and Cisternography, Myelography.
- ee. Parallel acquisition technique such as SENSE/SMASH/ASSET/ GRAPPA, IPAT, ARC and other new sequences to be quoted as standard
- ff. Specify the factor by which the acquisition time is reduced for similar acquisition with and with out parallel imaging technique. A scan time reduction factor 4 for head, body, cardiac, angio and ortho application is required
- gg. Flow quantification packages for CSF with dynamic CSF flow imaging, aqueduct, and spinal canal in-line motion correction for uncooperative patients/pediatric applications, that is motions/patient movement correction sequence and algorithm ( not just faster scanning or parallel imaging techniques ) for non-cooperative/sick patients/children should be provided.
- hh. Post contrast free breathing radial k-space filling sequences.

## 12. Imaging sequences

- a. MRS: Proton (1H) MRS- Single voxel (SV), Multi-voxel CSI -2D and 3D- in both short and long TE
- b. Fat and iron quantification of liver: standard

## 13. POST PROCESSING AND EVALUATION

- a. 3D Multiplanar reconstruction (MPR) in any arbitrary plane including curved planes with freely selectable slice thickness and slice increments.
- b. 3D Surface reconstruction and evaluation on reconstructed images with minimum time.
- c. MIP in 2D and 3D mode, targeted/segmented MIP in any orthogonal axis with minimum processing time and capable of displaying in cine mode.
- d. Full cardiac evaluation Operator selective or automatic contour mapping and calculation of Cardiac parameters like wall thickness, stroke volume EF, filling rate myocardial wall motion including display of data in label, graph and in cine mode with standard cardiology reporting set in BullsEye method. Blood flow quantification, velocity mapping, pressure gradient quantification shunt quantification, regurgitation calculation, stenosis blood flow, etc. These should be usable on main or on the work station. Evaluation and display of diffusion images, fMRI reference of EPI optimized sequence.
- e. Full Perfusion imaging with necessary post processing with time intensity graph and other statistical parameters
- f. Flow quantification and evaluation for vascular (high and low), CSF, bladder outlet and cine display Full Fledged Advanced Functional MRI: Whole brain coverage using high temporal resolution T2\* - weighted BOLD) imaging Single-shot EP1 for multi-slice imaging. Complete fMRI processing software, Automatic real-time processing of functional BOLD MR data sets into functional activation map
- g. Full post processing for SVS, CSI, metabolic mapping with colour coding for BRAIN, BREAST, LIVER & PROSTATE.
- h. Image statistics: measurement of distance, area, volume (2D and 3D), angle, SD, mean, image addition subtraction, multiplication, division, Interpolation, segmental, threshold, histogram (ROC)

- Evaluation features like zoom, rotation, scroll, image synthesis, multi point T1 and T2 calculation (more than 8) window searching, text dialogues graphics. Sorting, searching, archiving, recalling, etc.
- i. The CCTV system with LCD display to observe the patient.  
Two-way communication should be possible with the patient from the console room
14. **UPS**  
The system should be provided with the suitable UPS system for the complete system (MR + accessories except Chiller) with at least 30 minutes back up.
15. **DOCUMENTATION**  
The dry imager system should have digital DICOM 3.0 dry chemistry camera with resolution of 16 bits/ 500 dpi or more. The system must have at least three online film sizes, and should be capable to print on any of the 8 x 10, 10 x 12, 14 x 17 sizes. The system should be freely configurable by the user, to use any of the above mentioned size. should be supplied with 500 films of each size.
16. **ACCESSORIES**
- a) Storage cabinet for all coils
  - b) MRI Compatible Dual Syringe Pressure injector : Independent dual-Syringe Pressure injector with following Features; Non-ferrous, automatic syringe size detection, performs single and dual phase contrast injections, provides Saline flush delivery and allows timed contrast delivery Must be compatible with 5, 7.5 & 10ml pre-filled contrast syringes and 50 ml syringes for both saline & contrast (20 Nos of 50 ml Syringes with 100 nos. of tube connectors should be provided) Must be able to observe progress of injection and view injection result
  - c) MRI Compatible ECG electrodes (100 nos. Disposable Electrodes for MRI image gating)
  - d) MRI Compatible Anaesthesia Machine with integrated Ventilator, 2 vaporiser, circle absorber
  - i) Capable of ventilating adult, paediatric and neonates.
  - ii) MRI Compatible Lyrengscope.
  - iii) Software for ventilation should support Volume control, Pressure control and Pressure support modes.
  - iv) Should have oxygen, nitrous oxide and air flow meters
  - v) Isoflurane and sevoflurane vaporizers
  - vi) All safety alarms
  - vii) All consumables required for Adult-10Set, Pediatrics-3Set, Neonates -02Set
  - viii) One MRI compatible Multiparameter Vital Signs Patient Monitor of 5000 Gauss Compliance / 1.5 meter from isocentre compliance in MRI Room and One Slave monitor in console room with following modules provision to monitor the following
    - a. Heart rate
    - b. wireless ECG
    - c. NIBP – Size of Cuffs (adult & paediatric neonatal)
    - d. Oxygen Saturation- wireless Pulse oximeter with adult, paediatric probe
    - e. IBP module - 2nos
  - e) Arrangement of Gas lines in recovery room and magnet room – MRI compatible high pressure gas outlet for :
    - i) Oxygen
    - ii) Air
    - iii) Nitrous Oxide with MRI compatible indexed system.
    - iv) Vacuum suction
  - f) Hand held metal detector- 02 nos.
  - g) Walk through Metal detector - 01 no
  - h) Walk through Metal detector with multiple sensor and multiple location LED (Zone IV type) - 01 no (to be installed at the entry door to the patient preparation area and must allow passage of patient trolley).
  - i) Functional MRI should be of Nordiac Make.
  - j) MRI Compatible Biopsy equipment.
17. **TRAINING**  
Qualified personnel nominated by the dept., should be given application training by the vendor in India for 2 weeks at site
18. **STANDARD AND SAFETY**

Offered model should be European CE with 4 digit notified body no or US FDA approved. Copy of certifications should be submitted with bid

19. Warranty for 05 Years and 05 Years of CAMC price should be mentioned..