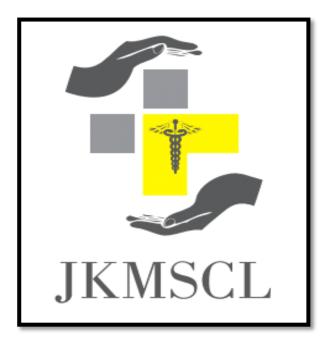
JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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



## **E-BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENTS**

(REFERENCE NO: NIT/JKMSCL/M&E/2023/ 577 DATED: 17/03/2023

LAST DATE OF SUBMISSION OF ONLINE BIDS: 28-04-2023 upto 1600 hrs

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

# **BIDDING DOCUMENT FOR PROCUMENT OFMACHINERY & EQUIPMENTS**

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

Special Conditions of Contract (SCC)

#### **Table of Contents**

Contract Forms (CF)

2

9.

10.

VIB

VIC

#### (To be submitted on letter head of Firm)

**Bid Submission Letter** (Declaration Form)

Sub: - Regarding Bid submission for NIT/JKMSCL/M&E/2023/ 577 DATED 17-03-2023

I/We...... (Name, Designation and Address of Bidder) having our office at...... (Address of Firm) do hereby 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 further declare that the rates offered by us shall remain valid for the period of 24 months extendable for a further period of three months and shall reduce the rates, if the rates are reduced by us for any other buyer during this period within Union of India. I/We have enclosed the documents as per details given in Annexure I of the NIB and other documents asked in NIT.

We further undertake to abide by all the terms & conditions of the NIB.

Dated

Name and signature of bidder with seal



# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

#### Tender No. NIT/JKMSCL/M&E/2023/ 577 Dated: 17 /03/2023

#### NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of "Machinery & Equipment" from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com,. The cost of the tender along with tender processing charges of Rs.10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through NEFT/RTGS only in the Corporation's Bank Account No. 037304050000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above Account No. along with the submission of requisite valid documentary proof.

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

Sd/-

Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.

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

E BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENT (2023)



# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

## BIDDING DOCUMENT FOR Procurement of Machinery & Equipment

## Tender No.NIT/JKMSCL/M&E/2023/577

Date of publication of e-bid Start date and time for download of bid document Last date and time for download of bid document Clarification start date

Clarification end date

#### **Pre- bid conference**

Start date and time for submission of online bids Last date and time for submission of online bids Date and time for online opening of technical bids Cost of tender document Tender Processing charges

## : 17-03-2023

: 17-03-2023 : 17-03-2023 : 28-04-2023 at 1600 hrs : 17-03-2023 at 1100 hrs : 03-04-2023 upto1400 hrs : 05-**04- 2023 AT 11.00 A.M** (at Corporate Office, Jammu/Srinagar) : 17-03-2023 at 1500 hrs : 28-04-2023 at 1500 hrs : 29-04-2023 at 1100 hrs : Rs. 1000/-: Rs. 9000/-

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

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

## Note: -

- 1. The bidder shall have to get themselves updated with the date & time fixed for Prebid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done with the recommendations of panel of technical experts drawn from the intending department after the approval of the competent authority. Bid should be submitted through e-portal <u>www.jktenders.gov.in</u> after pre-bid meeting including all the clarifications/ modifications/ amendments.
- 2. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
- 3. The JKMSCL is not bound to accept the lowest bid and may reject any/part thereof or all bids without assigning any reason thereof.
- 4. The bidders shall have to submit a GST No. and valid 'GST' clearance

certificate/returns submitted from the taxation department and the 'PAN' issued by income tax department.

- 5. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall be rejected.
- 6. Information of award of contract shall be communicated to all participating bidders on the website <u>www.jktenders.gov.in</u>. <u>www.jkmsclbuisness.com</u>

#### Note: -

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

# Important Note:

- 1. No representation shall be allowed, accepted and entertained after the Pre-bid meeting (i.e upto 4.00 P.M of Pre-bid date). Bidders are requested to submit their queries/clarifications by or before the date fixed (mentioned above), so that the same can be discussed and clarified during the Pre-bid meeting.
- 2. Google Link for pre bid conference meet.google.com/nyr-ocqb-xkf
- 3. e- mail id for Pre-bid representations prebid.jkmscl@gmail.com
- 4. Clarification end date -03-04-2023 upto1400 hrs

		TABLE-1			
S. No.					
1.	ME2301	Anatomy Virtual Dissection Table	05 Crore		
2.	ME2302	Autologous Blood Transfusion systems (Blood Cell Saver machine)	05 Crore		
3.	ME2303	HEART LUNG MACHINE WITH ACCESSORIES	05 Crore		
4	ME2304	MERCURY HYPER-HYPOTHERMIA UNIT	05 Crore		
5	ME2305	Automated Coagulation Timer(ACT)	05 Crore		
6	ME2306	Neonatal Transport Incubator	05 Crore		
7	ME2307	Neonatal Transport Incubator with Ventilation	05 Crore		
8	ME2308	OPHTHALMOSCOPEINDIRECT	05 Crore		
9	ME2309	Diathermy & Vessel Sealing Instruments	05 Crore		
10	ME2310	HIGHEND ULTRASOUND SYSTEM	05 Crore		
11	ME2311	Intensity Focused Shockwave Therapy	05 Crore		
12	ME2312	ECMO	05 Crore		

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

Note:

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

## DISCLAIMER

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

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

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

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

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

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

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

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

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

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

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

> Managing Director Jammu and Kashmir Medical Supplies Corporation Ltd

# Section-I Instruction To Bidders (ITB)

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

Clause No.	Description
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading.
2.	Bid form must conform the terms & conditions of the bid documents and Technical Bid in Cover-'A' & Financial Bid in Cover-'B' to be uploaded on <u>www.jktenders.gov.in</u> . The receipt for cost of tender, tender processing fee and catalogues of the quoted items shall be submitted in the office of JKMSCL atleast one day prior to submission of online bids.
3.	It is expected from all bidders that CDR/FDR/BG in separate envelope shall be deposited with the authorised person of JKMSCL at reception against proper receipt from the concerned.
4.	Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5	Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document.
6	If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2580842, 0194-2432008 or e-mail on <u>gmkjkmscl1@gmail.com/</u> jkmsclepm@gmail.com / <u>gmjjkmscl@gmail.com</u>

7.	In case a bidder is given any assurance what so ever of being provided with any advantage in JKMSCL by anybody or if a bidder is directly or indirectly threatened of being put to some deliberate disadvantage in the bidding process & in the bidder's subsequent association/ working with JKMSCL, it is requested that the concerned must immediately inform about the same to the Managing Director, JKMSCL/G.M-J(Adm), JKMSCL in writing or through e-mail on gmjjkmscl@gmail.com. It is advised that evidence of such unfair activity of such person, if available, is produced along with the complaint, so that action can be taken against such a person(s) and that their details can be put on the website so that other bidders can be forewarned in this regard.
8	The Bidders shall have to submit a GST No. & GST clearance certificate/return submitted from the concerned commercial taxes officer and the 'PAN' issued by income tax department.
9	It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall out rightly be rejected.
10	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website <u>www.jktenders.gov.in</u> Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately.
11	No firm/bidder/manufacture/importer shall provide/supply any of the product item at the rate contract /approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the Union Territory of J&K. In case any supply is made in violation to the said condition (or), the supplier/firm shall be liable to be penalised to the tune of 7.5% of order placed/blacklisting for a period not less than five years (or) both as deemed fit, to the competent/Tender Inviting Authority. However, JKMSCL can procure the items for any of the departments within /outside the Union Territory of J&K/after charging the administrative expenses.
12	The qualified bidders are required to submit the relevant documents and annexure uploaded with their e.bid in original along with catalogues at the time of issuance of LOI /execution of agreement before issuance of rate contract.
13	The bidder shall not under any circumstances quote "Zero" anywhere in the BOQ.

14	Important Instructions to bidders	

The bidders shall have to abide the clauses/restrictions in terms of Rule 144 (xi) of the General Financial Rules (GFRs) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide No. F.No.6/18/2019-PDD dated 23.07.2020.

The bidders are required to submit a certificate/ declaration regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted and is found to be false, it will be a ground for immediate termination & further legal action in accordance with law. Bidders are required to go through the said order & Office Memorandum (s) for the necessary compliance

#### Model Certificate for tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this border is not from such a country and is eligible to be considered."

#### Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fullfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the competent Authority shall be attached"

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

S. No.	Description	Pages
1.	Introduction	
2.	Bidding Document	
3.	Preparation of Bids	
4.	Submission and Opening of Bids	

5.	Evaluation and Comparison of Bids
6.	Award of Contract
7.	Redressal of Grievances during Procurement Process

# Section III: Evaluation and Qualification Criteria

# 2. Qualification Criteria

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

<ol> <li>Contractual experience:-         <ul> <li>The bidder shall be an original manufacturer; direct importer; (or) authorised representative of the original manufacturer/direct importer, who must have manufactured/ imported, supplied and installed such equipments in India satisfactorily. The list of such installations may be asked from the bidder and the bidder should submit self attested copy of purchase order, indent and invoice (inclusive of quantity &amp; rate).</li> </ul> </li> <li>Technical experience:-         <ul> <li>Client Base on Letter Head of the Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer with references of the supply orders, for any of the three years in last five years along with satisfactory performance certificate of minimum one installed submition (Copies of reference supply orders and satisfactory performance certificate need to be attached)</li> </ul> </li> <li>Production capacity:         <ul> <li>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.</li> </ul> </li> <li>Financial position:-         <ul> <li>The soundness of the bidders financial position showing long term profilability demonstrated through audited annual financial statement (balance sheet, income statement etc.) for last three years.</li> <li>Cash flow capacity:-             <ul> <li>Tak clearance certificates:-</li> <li>The bidder shuld 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.</li> <li>Litigation history:-</li> <li>The bidder Sin returns an</li></ul></li></ul></li></ol>	Clause No.	Description
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<ul> <li>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.</li> <li>Financial position:- The soundness of the bidders financial position showing long term profitability demonstrated through audited annual financial statement (balance sheet, income statement etc.) for last three years.</li> <li>Cash Flow capacity: The bidder should have sufficient availability of/ access to liquid assets, lines of credit and other finances to meet the possible cash flow requirement which may arise during the execution of the rate contract.</li> <li>Litigation history:- The information regarding all pending claims, arbitration, or other litigation is asked by the JKMSCL</li> <li>Tax clearance certificates:- The Latest GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid &amp; latest 'GST clearance certificate/return submitted online as per GST rules along with GST No. and the 'PAN' issued by concerned department.</li> </ul>		Principal Manufacturer with references of the supply orders, for any of the three years in last five years along with satisfactory performance certificate of minimum one installation (Copies of reference supply orders and satisfactory performance
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<ul> <li>4. 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.</li> <li>5. Cash Flow capacity :         <ul> <li>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.</li> <li>6. Litigation history:-</li></ul></li></ul>		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.
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The information regarding all pending claims, arbitration, or other litigation is asked by the JKMSCL         7.       Tax clearance certificates:-         The Latest GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'GST' clearance certificate/return submitted online as per GST rules along with GST No. and the 'PAN' issued by concerned department.         8.       Declaration regarding qualifications :-         Declaration regarding qualifications of the bidder shall be given in specified	5.	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
<ul> <li>asked by the JKMSCL</li> <li>7. Tax clearance certificates:-         The Latest GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid &amp; latest 'GST' clearance certificate/return submitted online as per GST rules along with GST No. and the 'PAN' issued by concerned department.         </li> <li>8. Declaration regarding qualifications :-         Declaration regarding qualifications of the bidder shall be given in specified     </li> </ul>	6.	Litigation history:-
The Latest GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'GST' clearance certificate/return submitted online as per GST rules along with GST No. and the 'PAN' issued by concerned department.8.Declaration regarding qualifications :- Declaration regarding qualifications of the bidder shall be given in specified		
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Declaration regarding qualifications of the bidder shall be given in specified		be submitted by the bidder. Bidders shall have to submit a valid & latest 'GST' clearance certificate/return submitted online as per GST rules along with GST
	8.	Declaration regarding qualifications :-

# 1. Evaluation Criteria

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

# Section IV: Bidding Forms

# **Table of Contents**

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

# (Annexure I)

# On Firm's letter head

# LIST OF ITEMS QUOTED IN THE BID

S. No.	Ten der			Ву		σ	<u>Quality</u>	y Certifi	cation		
	der Sr. No.	Code	Name of Item	Manufactured By	Imported by	Make & Model quoted/ offered	BIS License	OSI	CE	USFDA	Any Other

Seal & Signature (Authorised Signatory)

#### Annexure II

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

### **Managing Director**

Jammu & Kashmir Medical Supplies Corporation Ltd. J&K

We, the undersigned, declare that:

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

S. No	Item	Particular	Manufacturer					
			M1	M2	M3	M4		
1.	Bid security (as mentioned above)							
2.	Cost of Tender & Tender Processing charges							
3. List of Items quoted by the Bidder mentioning name of manufacturer/ importer with make & model as per annexure.								
	18 E BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENT (2023)							

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

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

#### Important Note

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

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

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

Name/Address.....

Dated.....e-mail:....

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

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

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

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

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

Annexure III

#### ITEM WISE FINANCIAL BID (BOQ)

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

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

No.	2	2 Description	د د د	tiun 4	Qty 2	Currency type	Basic Lequipment cost for one unit	Packing & forwarding charges/freight insurance charges	<ul> <li>Indian Agency</li> <li>Commission for</li> <li>1 unit in foreign</li> </ul>	Duty Custom Duty	SGST	L CGST	IGST	Custom 5 clearance in foreign	
	Mai	1												<u> </u>	
2	Acc ories any														
3	India item	an 1s, if													
5.	Opt al Item any	ion ns, if													
6.															
CMC Ist Ye	C for ear	CM 2 <sup>nd</sup>	C for Year	CMC for 3 <sup>rd</sup> Yeo	or xr	CMC fo 4 <sup>th</sup> Yeo	or CN r 5 <sup>th</sup>	AC for Year	1	1				Tc aı C	nc MC
14		15		16		17	18								

#### Note: -

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

12. The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) i.e cost of main item + cost of Accessories + Indian items = Total cost of equipment.

# 13. The rates quoted for the <u>CMC (Comprehensive Maintenance Contract)</u> and <u>Optional</u> items shall not be considered for finalizing/deciding L1 rates.

#### 14. Warranty of 05 years shall be applicable.

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

#### (For Imported equipment)

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

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

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

<u>Delivery Period</u> shall be 60 days for Indian Items and 90 days for Imported items.

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

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

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

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

## Annexure IV A

# Declaration and Undertaking by the Bidder

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

- 1. I/We..... (Name of firm) certify that the quoted model (of quoted item) is of latest 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 warranty/guarantee period with spare parts of each quoted equipment as per terms & conditions and/or technical specifications. (From the date of installation/demonstration).
- 4. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred/Convicted by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
  - (b) I/We do hereby declare that our company/firm has been black listed/banned/debarred/convicted

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

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

# **VERIFICATION & DECLARATION**

I/we	S/o	age
dyears residing at		•
bidder/proprietor/partner/director of fi	firm M/s	verify
and confirm that the contents of biddir	ng documents , its bidding for	ms, Annexure
and other information submitted for bic	d no.	

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

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

#### Annexure IV B

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

Date:\_\_\_\_\_NIB No.:\_\_\_

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

I/we further declare that:-

- 2. I/We..... (Name of firm) certify that the quoted model (of quoted item) is of latest technology and is not outdated.
- 3. I/We do hereby accept condition of guarantee period with spare parts of each quoted item as per terms & conditions or technical specifications. (From the date of installation/ demonstration).
  - a. Our company/firm has not been black listed/ banned/ debarred/convicted by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
  - b. Our company/firm has been black listed/banned/debarred/ convicted by ..... (Name, Address of Govt./dept./State) and detailed information is as given below:
    - (i) Cause of black listing/banning/debarring/ conviction.
    - (ii) For which item.....
    - (iii) Period of black listing/banning/debarring/ conviction.
    - (iv) Latest Status of black listing/banning/debarring/ conviction.
- 4. I/We hereby confirm that we have deposited all the GST/all applicable taxes up to the date of submission of tenders with the concerned authority/department. No GST/other taxes is due on the firm as on date.
- 5. We undertake that in case of change of dealership, we shall be responsible for providing preventive services and maintenance of the equipment free of cost during the warranty period.
- 6. We fully qualify the laid down terms & conditions of the NIB including Turnover class.

#### **VERIFICATION & DECLARATION**

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

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

## Annexure V

#### Client Base (Item wise)

On letter Head of Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer

I/We......) do hereby certify that our client base for the offered equipments are as under {Client Base of the Bidder/Manufacturer/Indian Subsidiary of Principal Manufacturer with reference of the supply orders, for any of three years in last five years along with satisfactory performance certificate of minimum one installation. (Copies of reference supply orders and satisfactory performance certificate need to be attached)}:-

Item Code	Name of the Item	Client list	Reference to supply order

- 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 as mentioned above.
- 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: Date :

Signature of bidder with Seal.

#### Annexure VI

#### AUTHORISATION from principal manufacturer/importer/Indian Subsidiary

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

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

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

Name of items.....

Dear Sirs,

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

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

Yours faithfully,

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

27 E BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENT (2023)

## Annexure VII

Lakhs

## ((On letter head of Chartered Accountant)) 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 1<sup>st</sup> year, 2<sup>nd</sup> year & 3<sup>rd</sup> year and shall be responsible, if any variation/discrepancy is found during evaluation /later stage.

SI. No.	Financial Years	Turnover in Lakhs (Rs.)
1.	1 <sup>st</sup> year	
2.	2 <sup>nd</sup> year	
3.	3 <sup>rd</sup> year	
	Total -	Lakhs

Average gross annual turnover

Note :

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

Date	Signature of the bidder	Signature of Auditor/Seal
		Chartered Accountant
		(Name & Address.)
		Tel. No.
		UDIN NO.

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

Appeal no	of	Before the
		(appellate authority)

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

6.	Ground of appeal:			
_			(supported by	
7.	Prayer:			······
	emand Draft of Rs	bearing No.		dated
	DI .			

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

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Appellant's signature

# Section V: Schedule of Supply

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2.	Delivery and completion schedule	
3.	Technical specifications	
4.	Drawings	
5.	Inspections and tests	

# Section V: Schedule of Supply

Clause No.	Description
1	List of goods and related services
1.1	Name of item
1.2	Related services are delivery, local transportation, installation, commissioning, demonstration and training etc.
1.3	Guarantee/Warranty period starts from the date of successful installation for a period of Five years.
1.4	JKMSCL may, if deemed fit, enter into third party agreement under comprehensive equipment maintenance programme, Govt. of India.
2	Delivery and completion schedule
2.1	SUPPLY ORDERS AND SUPPLY SCHEDULE:
2.1.1	Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of e mail/fax/other communication shall be treated as the date of order for calculating the period of execution of order. The successful bidder shall execute the orders within a delivery period of 60 days or as specified in the supply order from the date of issuing supply order and handing over of space with the availability of power & other requisite installations by the end users.
2.1.2	In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.
2.1.3	The successful bidder shall acknowledge the receipt of orders, if any, within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. However finalization of annual Rate contract does not mean mandatory issuance of supply order. Supply order shall be as per the requirements of items at various end-users.
2.1.4	The Site of delivery shall be Drug ware House of JKMSCL or as per the requirement of the Department. The bidders can visit the site after seeking permission from the competent authority before quoting their rates.
2.1.5	To ensure sustained supply without any interruption, the JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders on L1 matched rates only. In such a case, the requirement may be met by dividing be quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders.
2.1.6	The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders.
2.1.7	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,
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	as argument for non-supply/delayed supply will not be entertained.
2.1.8	The figures indicated, if any, do not constitute any commitment on the part of JKMSCL to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
2.2	PROCURING ENTITY'S RIGHT TO VARY QUANTITY:
2.2.1	If the JKMSCL procures less than the quantity indicated in the bidding documents (if asked) the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
2.2.2	If the bidder fails to supply, the JKMSCL shall be free to arrange / procure the item(s) from other sources and the extra cost incurred shall be recovered from the supplier.
2.3	SUBMISSION OF CONTRACT COMPLETION REPORT
2.3.1	Firms shall have to submit consolidated statement in duplicate at the end of rate contract as well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.2	The consignee shall intimate the contract /supplier about the defect (s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of guarantee period. It shall be the
	responsibility of the consignee to get the complaint of defective equipment of defective performance registered immediately with the office of JKMSCL.
2.5	
<b>2.5</b> 2.5.1	of defective performance registered immediately with the office of JKMSCL.
	of defective performance registered immediately with the office of JKMSCL. <b>PACKING &amp; INSURANCE:</b> 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
2.5.1	of defective performance registered immediately with the office of JKMSCL. <b>PACKING &amp; INSURANCE:</b> 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. The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its representative to verify any damage or loss discovered at

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	otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.
2.5.4.	Packing specifications
2.01.11	<ul> <li>Schedule for packing – General specifications</li> <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 <u>"JKMSCL Supply" for the year, "Not for Sale</u>" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed</li> </ul>
	and net weight of the box in bold letters.
	Note: The weight/size of the box for packing the item may vary for the safe delivery/installation of equipment. Any deviation in the packing, if
24	necessary shall be made after getting permission from JKMSCL. REJECTION OF GOODS:
2.6	
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.
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2.7	Payment Terms (For items quoted in foreign currency)
2.7.1	For Payment through Letter of Credit (for imported items only) 100% payment shall be released against 20% Bank Guarantee valid for a period of 12 months, to be submitted by the bidder. The BG shall be released on successful installation of the Machinery. Letter of credit would
	<ul> <li>be opened subject to following additional conditions:-</li> <li>1. At site LC would be opened.</li> <li>2. In case of supply through sea, LLOYD A level vessel would be used for shipment of supplies which should not be more than 15 years old.</li> <li>3. Supplies shall be insured by the OEM till the final delivery site shall also include "Force Majeure"</li> </ul>
	<ol> <li>Pre-dispatch inspection shall be carried out by OEM by certified inspection agency before shipment of supply.</li> <li>The product shall be comprehensively insured upto site of installation for a type of insurance.</li> </ol>
	6. The charges of the L.C charged by the Govt. shall be borne by the firm. For Indian items: Payment shall be made after successful installation and commissioning of the equipment duly certified by Head of the concerned department.
2.7.2	Payment shall be made by RTGS. Expenses on this account, if any, shall b borne by the firm.
2.7.3	Payment to the authorised representative shall be made as per the tripartite agreement with the Corporation i.e JKMSCL on the basis of Annexure All to e uploaded along with e.bid.
2.7.4	No advance payments towards cost of items shall be made to the bidder.
2.7.5	If at any time during the period of contract, the price of bid items i 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 i 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 o 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 a desired fit by JKMSCL which may be debarring/any other penalty as pe penalty clause.
2.7.6	In case of any enhancement in taxes/duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional taxes/duty so levied shall be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in tax/ duty, the bidder should produce a letter from the concerned authorities for having paid additional tax/duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of taxes/duty of items, as notified by the

E BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENT (2023)

		Government, after the date of submission of bid, the quantum of the price to the extent of reduction of taxes/duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
	2.7.7	In case of successful bidder has been enjoying exemption on any criteria, such bidder will not be allowed to claim taxes/duty at later point of time during the tenure of contract, if the taxes/ duty become chargeable on goods manufactured due to any reason.
2	2.7.8	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment shall be made / decided by JKMSCL. In that case, the firm has to inform JKMSCL immediately.
	2.8	LIQUIDATED DAMAGES:
2	2.8.1	The time specified for delivery in the bid form shall be deemed to be the essence of the contract a nd the successful bidder shall arrange supplies within the period on receipt of order from the purchasing officers.
	2.8.2	In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Rest of the terms and conditions of SPP with regard to penalty clause shall remained unchanged Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days
2	2.8.3	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to Managing Director JKMSCL, J&K, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by corporation after sanction of extension in delivery period.
	2.8.4	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without liquidated damage.
	2.8.5	If the bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.
		The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made
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	from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
2.8.6	LD for damaged packing or loose packing equivalent to 2 % of the value of the products received with damaged packing or in loose packing or with packing not conforming to the terms and conditions, specified in the tender document.
2.9	RECOVERIES:-
2.9.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, action will be taken as per prevailing Acts/rules in J&K State.
2.9.2	Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.
2.9.3	Testing & Handling Charges : the testing and handling charges to the tune of 1.5% of total cost shall be deducted from the invoices raised by the approved bidder against the supply orders placed from time to time.

# 3. Technical Specifications:

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

General features:

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

# 4) .Drawings if any to be attached with the technical bid.

# 5. Inspection and Tests

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

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# SECTION VIA: - 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.					
	The following words and expressions shall have the meanings hereby assigned to them:				
	<b>'Act/Rules'</b> means Acts & rules prevailing in J&K Union Territory in terms of procurement.				
	<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.				
	<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.				
	"Contract Documents" Means the documents listed in the agreement, including any amendments thereto.				
	"Contract Price/Rate" Means the price payable to the supplier as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract. "Day" Means calendar day.				
	"Delivery" Means the transfer of the goods from the supplier to the procuring entity in accordance with the terms and conditions set forth in the contract.				
	"GCC" Means the general conditions of rate contract. "SCC' Means the special conditions of rate contract".				
	"Goods" Means all of the commodities, raw material, machinery and equipment, documents, warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract. "Procuring Entity" Means the entity purchasing the goods and related services, Managing Director Jammu and Kashmir Medical Supplies Corporation, J&K, or as specified in the special conditions of the contract				
	(SCC). "Related Services" Means the services incidental to the supply of the goods, such insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the supplier under the contract. "Subcontractor" Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the goods to be supplied is subcontracted by the supplier.				

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

2.6	The bidder shall also submit the following documents and certificates along with the bid as per technical bid submission letter :-				
	(i) A combined undertaking/declaration regarding that the quoted item :				
	a. Model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else,				
	b. That the bidder is not black listed or banned or debarred by central or any state government or its append gages,				
	c. Availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation.				
	Note : Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of J&K or by any other State/Central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s).				
	(ii) The bidder, in case of representative of the manufacturer/direct importer shall submit fresh authorization of the manufacturer/direct importer duly authenticated and notarized.				
	PLEASE ALSO NOTE THAT: -				
	(A)All attested documents must be submitted in English language. If the documents are not in English, translated version of the same, in English, duly signed and attested by authorized translator must be submitted along with copy of original document.				
	(B) All the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/ stored for supply.				
2.7	Financial Bid duly filled in (Annexure III/BOQ) giving the rates for quoted items should be uploaded through e portal <u>www.jktenders.gov.in</u> . The rate should not be disclosed/uploaded in the technical bid. <b>Rates uploaded along with technical bid shall means out</b> <b>rightly rejection of bid of the concerned person</b> .				
2.8	The required amounts towards cost of bid document and tender processing charges shall be deposited as mentioned at page 5, 01 day before the last date and time of bid submission.				
	All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the JKMSCL on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.				
2.9	(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a				

	power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the articles of association of the bidder company.
	(ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Jammu and Kashmir Medical Supplies Corporation, J&K and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
3	BID SECURITY:
	<ul> <li>(i) Bid shall have to be accompanied with a scanned copy of FDR/CDR/BG/NEFT/RTGS as bid security. The bid security shall have to be submitted before the opening of technical bid with a validity of 30 months. Bids submitted without sufficient bid security &amp; validity shall be summarily rejected.</li> <li>(ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:- <ul> <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</li> </ul> </li> </ul>
	<ul> <li>permitted.</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> </ul>
	(vi) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned / debarred. Report with police station may also be filed against such bidder/his representative.
4	FORFEITURE OF BID SECURITY: -
	<ul> <li>The bid security shall be forfeited if:</li> <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</li> </ul>
	supply order is placed/requested for signing the agreement, (iv) The bidder fails to commence the supply of the items as per supply

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

	1.5% per month from the date of release of payment. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test / inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.				
6	MARKING				
	All items and accessories supplied should bear marking "JKMSCL SUPPLY (engraved or non removable material) "NOT FOR SALE" or as mentioned in supply order in English, without which the supply will not be entertained. JKMSCL may ask change in art work to be printed on the item at any stage of the contract.				
	JKMSCL				
	JKMSCL SUPPLY () NOT FOR SALE				
7	COMPARISON OF RATES:				
	(i) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire period of contract.				
	(ii) Consignee may be located at a district headquarter (except equipment/ machinery requiring installation and commissioning, the place may be any other station) or as directed by Jammu and Kashmir Medical Supplies Corporation Limited, J&K and the rates must be quoted accordingly. No cartage or transportation charges shall be payable.				
	(iv) The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement.				
	(v) In the event of any subsequent variation (increase or decrease) in the rate of GST or any other taxes by the government (state /UT or central), the same will be admissible accordingly.				
	(vi) If the rates of item quoted are found same from two for more bidders, then the bidders shall be asked to submit revised financial bid, containing reduced rates within given time by Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited, J&K.				
	(vii) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over				

	and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account.
	(viii) No part of the bid document should be detached / deleted.
8	SUBMISSION OF SAMPLES/CATALOGUES AND DEMONSTRATION
	(i) Catalogues/samples of the quoted item(s) must be sent free of cost to JKMSCL even though the specifications or description etc. are mentioned in the bid form are complied.
	(ii) Samples of items(s) should be collected back from the JKMSCL, J&K within 15 days from the date of finalization of list of successful bidder/demonstration of product before the expert panel. The corporation shall not be responsible for any damage, wear and tear or loss during the course of testing / examination, etc. The corporation may retain the sample of approved item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear and tear or loss in this period. The corporation shall not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation.
	(iii) The bidder may be asked to demonstrate the technique, procedure and utility of item as per specifications given in the bid document before the technical committee constituted by the Corporation for the purpose. In case of heavy equipment, the demonstration may be carried out at the nearby place where the equipment has been installed by the bidder. In that case, the decision of the technical committee shall be final. The firm shall keep ready the quoted item and arrange all logistics within the time frame as and when asked by the JKMSCL. After the due date, no request of the bidder/firm shall be entertained for demonstration.
	<ul> <li>(iv) Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below: <ul> <li>a. Name and full address of the firm</li> <li>b. Catalogue no. and name of the item</li> <li>c. Name of section</li> <li>d. Name of manufacturer</li> <li>e. Brand</li> </ul> </li> </ul>
	(v) No change in marking on sample will be allowed after the submission of the sample.
10	PERFORMANCE SECURITY (P.S.) AND AGREEMENT:
	(i) The successful bidder shall submit the original copy of Bid document signed on each page <b>at the time of agreement</b> . However, while uploading the technical bid, only the declaration regarding acceptance of terms & conditions shall be uploaded.
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(ii)	The period of rate contract shall be 24 months from the date of issuance of rate contract. The Managing Director, JKMSCL can extend the original rate contract subject to original terms and conditions for a period deemed fit by them, but not exceeding three months, for which the bidder shall abide.
(iii)	Successful bidders, whose offers are accepted, shall have to deposit performance security @ 3% of the value of the supply order in favour of Chief Accounts Officer, JKMSCL within 15 days from the date of issuance of letter of intent. The performance security shall be deposited in the form of FDR/CDR/B.G (Bank Guarantee)/NEFT/RTGS. However, the bank guarantee shall be for a validity period of six months, beyond the guarantee period sought for the item.
(i∨)	In case of successful bidder(s), the amount of bid security shall be adjusted for performance security for the supply order placed to the firms/bidders. The amount of performance security, if exceeds the bid security, it shall be deposited by the firm against the supply orders issued from time to time.
(∨)	The firm may submit bank guarantee issued by any scheduled/nationalised bank. The minimum validity of bank guarantee should be six months after completion of guarantee period for the item.
(vi)	The Performance Security: The Performance Security (P.S.) shall be 3% of the total value of stores ordered for supply. The payment shall not be released against supplies untill the additional Performance Security due is deposited by the supplier or additional.
(∨ii)	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.
(∨iii)	It is to be noted that earlier year's bid security and performance security, even if lying in the JKMSCL shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited. The JKMSCL shall pay no interest on bid security or performance security amount.
(ix)	Successful bidders shall have to execute an agreement on a Non- Judicial stamp paper of an amount mentioned in the offer letter, in the prescribed form with the JKMSCL and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, Managing Director JKMSCL, J&K may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of contract under this agreement shall be for a period as mentioned.
(x)	The bidder shall furnish the following documents at the time of

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[	1			
	execution of agreement:- (i) Attested copy of partnership deed in case of partnership firms.			
			Attested copy of partnership deed in case of partnership firms.	
		(ii)	Registration number and year of registration, in case partnership firm is registered with registrar of firms;	
	(xi	-	dress of residence and office, telephone numbers, in case of sole oprietorship with :	
		(i)	Registration issued by registrar of companies under Registrar of companies Act 1956, in case of company.	
	<ul> <li>unsatisfactory performance, the amount of performance see shall be liable to forfeiture by JKMSCL, J&amp;K and decision Managing Director JKMSCL J&amp;K shall be final.</li> <li>(xv) The rate contract can be repudiate/rejected at any time be Managing Director JKMSCL, J&amp;K if the supplies are not made satisfaction after giving an opportunity to the bidder of heard and after reasons for repudiation being recorded by I writing. However, Managing Director JKMSCL, J&amp;K may term the agreement of contract at any time without notice/intimat</li> </ul>		case of breach of any terms and conditions of the contract or on satisfactory performance, the amount of performance security all be liable to forfeiture by JKMSCL, J&K and decision of anaging Director JKMSCL J&K shall be final.	
			e rate contract can be repudiate/rejected at any time by the inaging Director JKMSCL, J&K if the supplies are not made to his isfaction after giving an opportunity to the bidder of being ard and after reasons for repudiation being recorded by him in ting. However, Managing Director JKMSCL, J&K may terminate e agreement of contract at any time without notice/intimation to e successful bidder.	
11	SUPPLY ORDERS:			
	(i)	commu commu period	order shall be placed through registered post/e-mail/any unication medium by the JKMSCL. The date of receipt of letter of unication date will be treated as the date of order for calculating the of execution of order. The successful bidder will execute the orders a period of 60 days or as specified in the supply order.	
	(ii)	date o	ccessful bidder acknowledge receipt of orders within 7 days from the f dispatch of order, failing which the procuring entity may be at liberty te action to purchase the items on risk & cost purchase provision.	
	(iii)		e of imported items, 30 days shall be given in addition to above oned period,	
	(iv)	comm wareh corpor	t, for equipments / machinery, which requires installation / issioning, all other supplies shall have to be to FOR district drug ouse only. In case of non-viable size of order for supplies, the ration shall take appropriate decision on representation from the er on case to case basis. The consignee for supplies shall be i.L.	
	(∨)	Directo supplie match dividin	sure sustained supply without any interruption, the Managing or, JKMSCL reserves the right to have more than one approved er from amongst the qualified bidders as matched L1 supplied at ed L1 rates. In such a case, the requirement may be met by g be quantity among the rate contract holders considering the ty required and dedicated capacity of the successful bidders.	
	(vi)		ady stock position of the item, if provided by the firm, may be ered by the corporation for the placement of supply orders.	
			ered by the corporation for the placement of supply orders.	

(vi) It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.			
SUBMISSION OF CONTRACT COMPLETION REPORT			
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.			
The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/representative with copy to JKMSCL for further follow up			
LIQUIDATED DAMAGES:			
<ul> <li>I. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.</li> <li>II. In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Delay beyond 120 (for Indian products) and 150 days (for imported products) shall be treated as unexecuted and attract penalty @20%.</li> </ul>			
III. Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days.			
IV. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.			
V. The maximum amount of agreed liquidated damage shall be 20%.			
VI. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D., JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL.			
VII. Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted			

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without Liquidated Damage.

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

	(ii) The funds shall be transferred to JKMSCL with indent form and supply orders shall be placed by JKMSCL to suppliers.	
15	RECOVERIES	
	<ul> <li>(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues &amp; security deposits available with Corporation. In case recovery is not possible, recourse will be taken under law in force.</li> <li>(ii) Any recovery on account of L.D. charges/risk &amp; cost charges in respect of previous rate contracts/ supply orders placed on them by the corporation can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., JKMSCL, J&amp;K regarding authenticity of sum payable shall be final.</li> </ul>	
16	INSPECTION:-	
	(i) The equipments supplied shall be according to specifications provided at Section IV (3) schedule of supply and may be inspected by the technical panel/team constituted for the purpose by JKMSCL deemed fit on the site of manufacturer (in case of Indian manufacturer)/ importer (importer site). The manufacturer/importer shall facilitate the demonstration of the said machine/equipment/on the site only. After the receipt of "Certificate of satisfaction" from the technical panel, the supply order shall placed. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The machine/equipment shall be further inspected at the time of installation/commissioning at site i.e the end user site. The supplier shall provide all facilities for inspection/testing free of cost.	
	(ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his representative may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.	
	(iii) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the JKMSCL, J&K within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection /	

		testing charges, if any, shall be borne by the supplier.
	(i∨)	If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval.
	(\)	In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.
17	PA	ACKING AND INSURANCE
	(i)	The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
	(ii)	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its representative to verify any damage or loss discovered at the consignee's store, if it so likes.
	(iii)	Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the JKMSCL and the same shall not be returned to him.
18	REJI	ECTION
	(i)	Articles not as per specifications/or not approved shall be rejected by the JKMSCL and will have to be replaced by the supplier firm at his own cost within 15 days or as time limit fixed by the JKMSCL.
	(ii)	All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of Managing Director JKMSCL as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
	(iii)	The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care

	of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
	(iv) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance security as per condition No. 18). Joint inspection of defective material may be carried out as required by the JKMSCL. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
	(v) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.
	The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.
19.	CORRECTION OF ARITHMETIC ERRORS
	Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis:
	(i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
	(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
	(iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
	If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.
20	PROCURING ENTITY'S RIGHT TO VARY QUANTITY:
	(i) The quantity of equipments and instruments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of
	contract.

		quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
	(i)	If the Bidder fails to supply the Managing Director JKMSCL J&K shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
21	I. PAR	ALLEL RATE CONTRACT
	firm cond	JKMSCL may also execute parallel rate contract to with more than one for each item on the lowest approved rates on the same terms and ditions, if the original lowest one each not in a position to supply material er JKMSCL requirement.
	(i)	To ensure sustained supply without any interruption, the bid inviting authority reserves the right to approve more than one supplier to supply the requirement among the qualified bidders.
	(ii)	Orders will be placed with Lowest I (L-1) firm. However in case of any exigency at the discretion of the bid inviting authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same rates (L1), terms and conditions.
	(iii)	After the conclusion of financial bid opening (Cover B) the lowest offer of the bidder is considered for negotiation and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the bid has been invited.
	(i∨)	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.
	(∨)	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
	(∨i)	The bidder who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST, CUSTOM DUTY etc.) of rates (L-1 rates).
	(∨ii)	The supplier, on receipt of the supply orders deems that the purchase orders exceeds the production capacity declared in the bid documents and the delay would occur in executing the order, shall inform the JKMSCL immediately without loss of time and in executing the order, shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
	(viii)	If the L-1 supplier has failed to supply / intimated JKMSCL about his inability / delay in supply as per the supply order, the required items within the stipulated time or as the case may be, JKMSCL may also
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		place purchase orders with the matched L-1 Bidders for purchase of the items provided such matched L-1. Bidders shall execute necessary agreement indicating the production capacity as specified in the bid document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the item quoted by them.	
	(ix)	Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be flowed in case of L-3, L-4, etc.	
	(x)	The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the bid and all provisions of the bid document applicable to L-1 rate bidder will apply to the matched L-1 supplier.	
	(xi)	If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify JKMSCL, without any protest or demur, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due / payable to the supplier.	
	(×ii)	Parallel rate contract may be concluded as described above during any time / currency of rate contract subject to matching of L-1 rates, price fall clause and on same terms and conditions.	
22	VAL	DITY OF BID:	
	ope the perio requ	shall be valid for a minimum period of 120 days from the date of ning of technical bid. Prior to the expiry of the period of validity of bid, procuring entity, may request the bidders to extend the bill validity od for an additional specified period of time. A bidder may refuse the uest and such refusal shall be treated as withdrawal of the bid but in a circumstances bid security shall not be forfeited.	
23	PRIC	PRICE ESCALATION:	
	und agr	e escalation or price variation shall not be applicable or considered ler any circumstances for the purchases made under this bid or eement. However, the provisions provided for tax variations are lusive to this clause.	
24	SUBL	ETTING OF CONTRACT:	
	of b Corp	etting or assigning contract to third party is prohibited. In the event idder violating this condition, the Jammu and Kashmir Medical Supplies poration Limited shall be at liberty to place the contract elsewhere on Bidder's account and at his risk. The bidder shall be liable for any loss or	
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	damage, which the Government may sustain in consequence or arising out		
	of such replacement of the contract.		
25	FALL CLAUSE:-		
		The prices under contract shall be subject to price fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract anywhere in India. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the JKMSCL, J&K and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the State /UT of India at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.	
		The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days to JKMSCL. Similarly, if parallel rate contract holding firm reduced its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.	
26		PLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF	
	Any p	erson participating in a procurement process shall-	
	a)	Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;	
	b)	Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;	
	c)	Not indulge in any collusion, bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;	
	-11	Not misuse any information shared between the procuring entity	
	d)	and the bidders with an intent to gain unfair advantage in the procurement process;	
	a) e)		

<ul> <li>g) Disclose conflict of interest, if any; and</li> <li>h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.</li> <li>Conflict of Interest : The bidder participating in a bidding process must not have a conflict of</li> </ul>
other country during the last three years or any debarment by any other procuring entity. Conflict of Interest : The bidder participating in a bidding process must not have a conflict of
The bidder participating in a bidding process must not have a conflict o
interest. A conflict of interest is considered to be a situation in which of party has interests that could improperly influence that party performance of official duties or responsibilities, contractual obligations, conspliance with applicable laws and regulations.
<ul> <li>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 :</li> <li>a. Have controlling partners/shareholders in common; or</li> <li>b. Receive or have received any direct or indirect subsidy from any of them; or</li> <li>c. Have the same legal representative for purposes of the bid; or</li> </ul>
<ul> <li>d. Have a relationship with each other, directly or through commor third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, o influence the decisions of the procuring entity regarding the bidding process; or</li> </ul>
<ul> <li>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</li> <li>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.</li> </ul>
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.
27 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.
<ul> <li>(i) Direct or indirect canvassing on the part of bidders or the representative shall disqualify their bids.</li> <li>(ii) Supplier may be disqualified, banned or suspended from business during the rate contract if :         <ul> <li>(a) fails to execute a contract or fails to execute it satisfactorily;</li> <li>(b) no longer has the technical staff or equipment considered necessary;</li> </ul> </li> </ul>
(c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is

	<ul> <li>wound-up or taken into liquidation ;</li> <li>(d) The firm is suspected to be doubtful loyalty to state.</li> <li>(e) The State Bureau of Investigation (SBI) or any other Investigating agency recommends such a course in respect of a case under investigation.</li> <li>(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.</li> </ul>
29	No action on the letter head of the bidder /firm regarding any complaints against the JKMSCL will be considered unless the letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.
30	(i) If any certificate/documents/information submitted by the bidder found to be false/ forged/ fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
	(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
31	The JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
32	GRIEVANCE
	<b>Grievance</b> regarding interpretation of any clause of the contract/agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification.
33	ARBITRATION
	33.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the Union Territory of Jammu and Kashmir and the laws of India as applicable to the Union Territory of Jammu and Kashmir.
	33.1.1 Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively "dispute") by giving a written notice to the other party, which shall contain
	<ul> <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> <li>33.1.2 The other party shall, within thirty days of issuance of dispute notice issued, furnish:</li> </ul>

	<ol> <li>Counter claim and defences, if any, regarding the dispute; and</li> <li>All written material in support of its defences and counter claim</li> <li>34.1.3 Within thirty days of issuance of notice by any party pursuant to para 29.1.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&amp;K for its reference to arbitration.</li> <li>Dispute Resolution: Besides, as referred above may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Administrative Department H&amp;ME, who will, through Law Department,</li> </ol>
	appoint a senior most officer as sole Arbitrator, of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the UT of Jammu and Kashmir. Note: - Small grievances regarding interpretation of any clause of the Contract / Agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification and such interpretation(s) given shall not become subject matter for reference to Arbitration
34	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
35	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
36	The bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in toto. The Signing of Annexure A1 shall be treated as acceptance of all the terms and conditions of the bid document.
37	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.
38	<b>JURISDICTION:-</b> All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in J&K only.

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

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

Clause No.	Particulars	
1.	Technical details, bid security, tender cost, tender processing fee and all other required documents should be uploaded under <b>Cover</b> <b>"A" Technical Bid</b> and financial details (BOQ) should be uploaded under <b>Cover "B".</b> No document except financial instrument (DD/FDR) & catalogues of the bid items shall be entertained physically by the Corporation.	
2.	Pre-requisite, if any, for installation, including UPS, computer, printer, and other items should be provided by the firm in technical bid and financial bid respectively.	
3.	Firm shall provide comprehensive maintenance with spare parts for item(s), as mentioned in Technical specification (from the date of installation / demonstration).	
4.	Conditional bids shall not be considered.	
5.	Normally, payment shall be released after installation, demonstration and successful commissioning of equipment/ITEM and satisfactory operational training.	
6.	All certificates should be valid on the date of submission of bids and issue of supply order.	
7.	The bidder should have well equipped local service centre in India preferably in J&K.	
8.	<ul> <li>i. The bidder shall be a manufacturer/direct importer/authorised representative of the original manufacturer/importer who must have manufactured/ imported and supplied and installed this equipment(s) in India satisfactorily.</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</li> </ul>	
	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.	

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

**APPLICABILITY OF CLAUSES:** - All the clauses from 1 to 38 of general terms and conditions and from 1 to 13 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.

Managing Director Jammu and Kashmir Medical Supplies Corporation Limited

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

Signature of bid with seal

# Section VI C: Contract Forms (CF)

Table of contents

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

(On Letter Head of the Bidder)

#### **DECLARATION**

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

> Signature & Seal of bidder Name & Address:

# Format-Authorized Representative of Original Manufacturer/Direct Importer

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

Jammu & Kashmir Medical Supplies Corporation Ltd. J&K Dear Sir,

We \_\_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_\_ having factories at \_\_\_\_\_\_ Registered office at \_\_\_\_\_\_ possessing manufacturing license No. \_\_\_\_\_\_ 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.
- 4. In case of change of Dealership we shall be responsible for providing after sales services and maintenance of the equipment free of cost during the warranty period..

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

I / we, further agree to comply with the conditions specified under Clause 2(a) –Eligibility Conditions, of the tender document. We hereby extend our full guarantee as per the tender conditions for the goods offered for supply against this invitation for bid by the above Firm.

Yours faithfully Name For and on behalf of M/S (Name of the manufacturer/Direct Importer)

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

An	atomy Virtual Dissection Table Technical Specification
1.	High resolution virtual real tissue anatomy life minimum 84" horizontal /vertical
	display system.
2.	System should be able to import CT/MRI scan and able to rendered in 3D anatomy
	cadavers for applied for applied Anatomy and should allow user to add Real patient
	CT/MRI scan to the system for Real case Visualization and discussion.
3.	System should have minimum two female real tissue gross anatomy full dissected
	with layer by layer and window dissection and 22 or more Photorealistic Regional
	Section.
4.	System should have 3D embryo scan to visualize the stages of human development in
	detail.
5.	With real tissue data and photorealistic regional sections for whole body
6.	System should have multi touch point capability
7.	System should have display equivalent to size of dissection table /should display a
	human anatomy in real size and expended from with resolution of 3840/1080 or better
8.	Capabilities to open CT/MRI data and provide high quality interactive 3D volume
	rendering data in Ultra High-Quality Mode, Opaque Hard Tissues, Transparent Soft
	Tissues, Grey Scale, X-Ray, Transparent Hard Tissues
9.	The system should have comparative study cases with synchronized dissection of
	multiple cases.
10	The system should have a possibility to import CT data in Ultra High-Quality Mode,
	Opaque Hard Tissues, Transparent Soft Tissues, Grey Scale, X-Ray, Transparent Hard
	Tissues
11.	The system should have at least 150 or more animal scan preloaded data for
	comparative study with human body
12.	System should be capable of simultaneous display of male and female real tissue Gross
	anatomy for cross referencing purpose side by side.
13.	System should come with minimum 1,000+ question bank pre-loaded with customized
	quizzes, MCQ, dissection/interactive quizzes & short answer assessments with possibility
	to generate multiple student Score automatically during assessments.
14.	System should have pre-installed real-life 3D prosecutions to have full cadaver lab
	experience.
15.	System should have feature to visualize gross anatomy and histology of the related
	structure side by side.
16.	Operating Temperature of the system should be within range 0 to 40 degree Celsius or
	better
17.	Operating humidity range should be 10 to 60% or better
18.	System should be provided with compatible online UPS.
19.	System should have at least 02 video output for external projection.
20.	System should be provided with facility of student and faculty license to study human
	anatomy atlas which can be installed on pc or mobile.
21.	System should give access to Anatomy & Physiology 3D resources on web comprising
	of Gross Anatomy, Micro Anatomy, Cadaveric Anatomy, Physiology, Pathology &
	animation.
22.	System should allow easy working through interactive lesion to explain the step-by-step
	breakdown of common cardiovascular, renal, respiratory, gastrointestinal, and
	musculoskeletal process. The Physiology & Pathology should cover minimum 40 topics
	and 55 conditions with at least 45 lessons 5000 3D models, 30 animators, 10
	illustrations and 20 quizzes
23.	The Company should provide Quarterly on-Site Training/Hand Holding on the Clinical
	aspects of the system to the teachers for up to 5 years.

24.	System should allow comparison of normal, abnormal anatomy. It should provide scans		
	to study developmental anatomy and anatomical variation in 3D.		
25.	System should have real human cadaveric specimens in 3D (not animated)		
26.	6. The system should provide an LMS for access to Anatomy assessment course with		
	customized pre & post assignments as per competency based internal assessment and		
	grade system for at least 35 students.		
27.	It should be able to simulate feta -placental circulation.		
28.	It should have real tissue of 31 week fetus.		
29.	The system should have the capability for window		
	dissection, in any shape and at any area of the body.		
30. System should have Pathological abnormalities on fetal anatomy like cases			
	brain cyst, umbilical cord cyst and Dandy Walker syndrome		
31. System should be provided with additional 65-inch touch screen with preloaded			
	interactive curriculum resources for teaching.		
32.	Bidder should have supplied the same quoted model to more than 5 different Government		
	institutes in last 3 years.		
33.	Installation report with the bidder and product make and model should be available.		

### **Technical Specs for Autologous Blood Transfusion systems**

### (Blood Cell Saver machine)

Must be latest generation autologous blood recovery system using micro-processor technology for automated collection and processing of autologous blood during surgery & post-surgery.

Besides automated operation, machine should have option for user to reprogram the parameters & use in Manual Mode.

Should have automatic sensor for sensing the level in the reservoir to initiate machine operation for processing & digital display of the volume collected. It should have computer guided set up to guide the operator in setting up the system. It should have dual RBC sensor in the centrifuge well, an ultrasonic air detector on the tabing lines and optical effluent line sensor to provide information to microprocessor for regulation of cycles of machine, and should also have color code to monitor/display the quality of washing.

Should have fluid loss sensor. There should be be touch screen display panel & graphic color LCD TFT screen to provide information relative to the operation of the system parameters like pump rate, wash volume, wash quality, number of bowls processed, product volume and current mode of operation, which should be regularly updated automatically time to time.

It must be able to remove greater than 95% of Heparin,, Protein, Albumin & FPH from collected blood Processing time should be less than 5 minutes, Pump speed should be programmable from at least 25 to 1000ml/min increments and temporarily reset facility with pump speed arrow keys from 0-1000ml/min in manual mode.

Washing bowls should be in minimum 4 different sizes for various kinds of patients namely (75ml,125ml,225ml)

Should Have an option of doing Blood sequestration process for PPP1,PRP2 using same bowl set Vacuum Pump must be built in & can be used as an intergrated and standalone option also.

It must be in range from -50 to -100mm Hg for post op mode & -50 to -300 in intra-op mode and with a digital display.

It should have inbuilt USB ports and Ethernet Ports for data management system. It should have inbuilt memory for storing up to 10,000 cases. Should have inbuilt printer with permanent printouts.

Must have a dedicated Post –op mode turning on suction in gentle mode & same quality processing of shed blood & also storing intra-op data even in post-op period processing.

### HEART LUNG MACHINE WITH ACCESSORIES (ADVANCE VERSION) TECHNICAL SPECIFICATION ADVANCE HEART LUNG MACHINE

- 1. Hear Lung Machine is an apparatus, Through which blood is temporarily diverted, during heart surgery. To oxygenate it and pump it throughout the body . thus maintaining circulation until the heart and lungs are able to return to normal functioning.
- 2. Central Control monitors: All roller pumps, safety control (pressure, levels, timers and temperature) and monitoring should be controlled through one touch screen colour monitor. More than one monitor will not be considered.
- 3. Central Control Monitor should provide 12 different customize perfusion screens. Central Control Monitor without this option will not be considered.
- 4. System should have the following features: 4 single large roller pumps (6" raceway) (Flow range 0-10 LMP) Dual twin pump will not be considered. 4 single pumps need to be quoted.
- 5. Rolled pumps should be controlled through central control monitor and manually (single Operation will not be accepted)
- 6. Pump raceway should be rortable and lock at every 15 degree.
- 7. System should have master follower feature
- 8. Should be provided with 2 pressure monitoring
- 9. Should be provided with the level detector with holder
- 10. Should have I bubble detector (3/8)
- 11.Roller Pump should be able to deliver pulsatile flow.
- 12. Should have mechanical blender.
- 13.Self adjusting tubing inserts should be provided with all the pumps (should not need to change tubing inserts for different size of tubings)
- 14. Cardioplegia pump should have display of total volume of each infusion along with delivery time. It should have the master and follower control with different CPG delivery concentration (1:1,1:2,1:4,1:8,1:16)
- 15. The unit should be supplied with a Battery backup for all pump for a minimum of 60 minutes. Switch over from main power to battery backup should be automatic and immediate. The battery should unit should be built in to the pump base and it should be recharged automatically when the system is operating with main power supply.
- 16.Individual roller pump heads should have horse shoe Roller pump with universal tubing inserts in which all types of tubing can be fitted.
- 17.Individual pump heads should have display in digital –The total infusion volume in liters and delivery time, the flow rates in LPM and in RPM

- 18.Each pump should have easy mechanism for occlusion setting for different thickness of tubes available in the market. Occlusion setting for different running roller pump. Occulsion setting should be 0.010mm/click
- 19. Should have Unidirectional hand crank facility as a critical safety feature hand crank loading should be from top for faster access. Multidirectional hand cranks will not be considered.
- 20.Roller pump should have a self diagnosis circuit with provision to detect and display critical alarm conditions.

### **MERCURY HYPER-HYPOTHERMIA UNIT**

- 1. Delivery or water to Arterial. Cardioplegia exchangers to thermal blanket.
- 2. To work power supply 220V-15VAC
- 3. Fastest heating and cooling to achieve the desired set temperature.
- 4. Fully touch controller display for all parameter can be controlled by finger touch.
- 5. Diagnostic mode for trouble shooting
- 6. Auto cleaning mode for descaling and disinfecting the unit.
- 7. Independent heating and cooling for both cardioplegia and patient circuit
- 8. The equipment having manual mode for emergency.

### **Automated Coagulation Timer**

IUCUI			
1.	The automated Coagulation timer should be capable of two -point clot detection		
	mechanism, enabling clot detection at the early formation stage with less variation		
	due to clot fragility with greater precision.		
2	The latest should be possible to perform on whole blood, citrated whole blood,		
	heparinised blood with respective disposable test cartridges.		
3	The equipment should be easily protable microprocessor controlled coagulation time		
	monitoring instrument working on 220/50 Hz supply according to Indian electrical		
	standards.		
4	Should have back up for power interruption.		
5	It should be capable of performing tests lie low and high range clotting time,		
	recalcified activated clothing time, prothrombin time and high range heparinise		
	test.		
6	The equipment should have two channels for measuring the individuals clotting time		
	and for the average difference for the two channels with help of two channel rest		
	cartridges.		
7	The display should show the coagulation time of the two channels. Heat block		
	channels should aslo9 be displayed and should be $37^{\circ}$ c+/-5°c.		
8	Test results should be restored in the order in which they are performed. It is		
	desirable that the results can be externally transferred of data saved electronically.		
9	It should have digital displayed screen 3.0"x4" Color LCD Touch Screen		
	(8.0x10.0cm)		
10	Warranty – There would be warranty for 5 years. If any part of the equipment is not		
	covered under warranty, the vendor must provide advance information. The cost of		
	disposable accessories (if any) should be quoted separately. This quoted price will be		
	fixed for 5 years period.		
11	Product should be quoted or its earlier model should have been marketed in the		
	national and international market for atleast 5 years.		
12	Demonstration- The department may ask for demonstration/trial use of the actual		
	quoted mode.		
13	There should be service backup readily available within city and any complaint of		
	malfunction should be attended to within 24 hours. In case the downtime is more		

	than 48 hours, and alternative e replacement unit should be temporarily provided till
	the time primary unit is returned in a satisfactorily working condition.
14	Compliance Statement: The vendor must provide, in tabular from a comparative
	chart of the required technical specification and technical specification of the quoted
	product. The vendor must give the relevant page number and paragraph number, in
	their literature regarding that technical information in the technical bid. Merely
	stating "complies" or meets requirement" will lead to assumption that the quoted
	product does not have the required feature
15	Comprehensive Guarantee for five years for parts and labor. All updates (if any) for a
	period of 5 years to be provided free of cost. Comprehensive guarantee should be
	unconditional and include al accessories including third party items .Comprehensive
	Guarantee for parts and labor from year 6 to 10 will also need to be quoted in the
	separately and will be taken into account (added in the price bid) while calculating the
	final price. Normal wears and tear of cable /weights/wheels/fragile parts etc should
	be factored in the basic price.

## **Neonatal Transport Incubator**

- **1.** Incubator with air skin heating, collapsible trolley provision of keep re-fill able Oxygen Cylinder and battery.
- **2.** Incubator with Double wall Canopy. Front and Head End Access Doors with Access porthole and Tubing Access Ports. (2access door, 2 disposable infant restraint straps, 1. Iris port. 2. Quiet Loch part door s, 6 tubing ports)
- 3. Digital Displays of Air and Baby Skin Temperatures , set range 22.0 C -38(71 F-100F)
- **4.** Indicator for Battery Power Capacity: Battery condition status 41 ED indication of battery charge and heater power condition 25-100% Maintenance free. re-chargeable. Should support all functions together continuously for at least 2 hours.
- 5. Examination light
- 6. Power mode Illuminates AC, DC, or external DC, AC and 12VDC Connectors.
- 7. Front mounted gas content display
- **8.** Comprehensive Alarm System : Alarm indicators for High temp. Power fail. Sensor fault. Heater temp. Air flow, Low DC
- **9.** 2D or 2E size tank mounts the tank mount permits mounting gas cylinders with a diameter of up 405 in (11.6cm) and up to 34m (85 cm) in length.
- **10.** Should have O2 concentration range 21% to 58% minimum
- 11. Should have Noise level <60dBA
- **12.** Humidity pad Holds 400 ml. (14oz) sterile distilled water with no significant spillage for up to 45 till in either direction with relative humidity 50 to 70% for 10-12 hours using humidity pad
- 13. Air filter Removes>99% of airborne particles greater than 0.5 micron diameter
- 14. Controller Displays: On/standby Illuminates when "On"
- 15. Storage temperature-40 deg Celsius to 70 deg, C ambient .
- 16. Trolley : Study trolley, study & shock absorbing Wheels. Space for accessories
- **17.** Power: On mains 230V AC +- 10%, 50Hz+- 3%
- **18.** Should have Optional Features like Accessory shelf. IV High Hood, Pressure Regulator and Flowmeter.
- 19. In built pressure limited time eyeled ventilator preferable.
- **20.** The system should have European CE and/or US FDA approved.

Manuals : Operator& Service manual should be provided.

- **21** Maintenance : Warranty (3years) and CMC for 5 year after warranty
- **22** Training of hospital engineers & staff.
  - 23 Demonstration is compulsory.
- **23** Rates of consumables & accessories should be freezed for 8 years.

# **Newborn Transport: Ventilation**

# **Ventilation Modes**

Pressure	IMV	Pressure controlled ventilation
	PCV+	Pressure controlled ventilation
	P-SIMV	Pressure controlled synchronized intermittent mandatory ventilation
	CPAP/PSV	Continuous positive airway pressure/pressure ventilation
	APRV	Airway pressure release ventilation
Non invasive	PSV-S/T	Pressure support ventilation
	P-A/C	Pressure: Assist Control
	nCPAP	Nasal pressure support ventilation
	HFNC	High flow nasal cannula

# **Main View**

Graphics	Graphic image of target and valid parameters for tidal volume, pressure, patient activity and minute ventilation	
Manifest		
Monitoring	Monitoring parameters	
Real time	Paw, Flow, Volume, Plethysmogram, and Capnograph	
Automatic		
waveforms		
Others	P-V, V-Flow, P-Flow, Trends: 1,6,12,24, and 72 hours	

## Alarms

Operator adjustable	Low/high minute volume, low, high pressure, low, high tidal volume, low/high rate/frequency, apnoea time, low/high oxygen, low/high FI02, low/high Sp02, low/high pulse, low/high perfusion index, flow, low/high PVI, low/high SpCO. Low/high SpMet, low/high SpHb, low battery, Alarmreset.	
Alarm Limits	Alarm limits can be set at intervals determined by the operator	
Special	02 cell, disconnection, exhalation obstructed, loss of PEEP not released,	
alarms	flow sensor, expiratory valve. Pressure limitation, performance limited, C02 and Sp02, battery, power supply, gas oxygen concentration, check patient interface (HiFlow02,SpeakValve)	
Loudness	Minimum loudness	

## **Electrical and pneumatic specifications**

5A
0V 50-60Hz -60 Watt
rs with extra battery.
5 bar(internal/external cylinder or hospital central system)
-

E BID FOR THE PROCUREMENT OF MACHINERY & EQUIPMENT (2023)

supply	
Air Supply	Intergrated turbine (dry air)
Peak flow	40 I/min (pediatric),

# Physical dimensions (should be compatible with transport incubator)

-	· · ·
Size	241(W)x116(D)( without handle)
Weight	3Kg (basic weight)
Display	701 inch, LCD color, touch screen
Main patient	ISO 5356-1;220D/15ID
outlet	
Oxygen inlet	DISS or NIST, with option of using 02 Cylinder or hospital system
Low pressure	CPC quick coupling
Oxygen Inlet	

# **OPHTHALMOSCOPE---INDIRECT**

NAME,CATEGORY AND CODING
Ophthalmoscop: Indirect
12818
GENERAL

GENERAL			
Clinical purpose	Head worn ophthalmoscopes designed for examining the eye (mostly the back of the eye, the fundus ) by providing an inverted image of the fundus. These instruments usually consist of a light source attached to a headband to project the light into the eye through the pupil and converging lens placed in front of the patient's eye. They produce an inverted, or reversed, image of 2 to 5 times magnification of the entire retina, a field to view much larger than that of direct ophthalmoscopes indirect ophthalmoscopes are used mainly to detect eye conditions or eye diseases.		
Used by clinical department/ward	Ophthalmology Department		
	Used by clinical		

#### TECHNICAL 2. TECHNICAL CHARACTERISTICS

		2. TECHNICAL CHARACTERISTICS
2.1	Technical	1. Available with LED/Halogen light source. (Desirably LED).
	characteristics	2.Magnification up to x5.
	(specific to this type of	3.Red-free, blue and polarization filters.
	device)	4. Should have stereo optical system with small pupil feature.
		5. Should have synchronized adjustment of convergence parallax
2.2	User interface	Manual
2.3	Software and/or	NA

communication/where	
ever required	

### **3. PHYSICAL CHARACTERISTICS**

3.1	Dimensions(metric)	NA
3.2	Weight(lbs,kg)	NA
3.3	Noise (in dBA)	NA
3.4	Head dissipation	NA
3.5	Mobility, portability	Supplied in protective case for clean storage and transport.

# 4.ENERGY SOURCE (electricity, UPS, solar, gas water, C02...)

4.1	Power requirements	220 to 240V, 50 Hz	
4.2	Battery operated	Internal batteries, rechargeable preferred with both 2.5V and 3.5 V	
		batteries or handls provided; Led display indicating the charging status.	
4.3	Protection q	Yes	
4.4	Power consumption	To be specified by Vendor	
	5 ACCESSORIES SPARE PARTS CONSLIMABLES		

### **5. ACCESSORIES, SPARE PARTS, CONSUMABLES**

5.1	Accessories	a.Three panell
	(mandatory, standard	b.Fundus
	optional): Spare	C
	parts(main ones):	d
	Consumable/reagents	e
	(Open, closed system)	
6	.ENVIRONMENTAL	AND DEPARTMENTAL CONSIDERATIONS
6.1	Atmosphere/Ambienc	1.Operating condition Capable of operating continuously in ambient
	e (air conditioning.	temperature of 5 to 40 deg C and relative humidity of 15 to 90% in ideal
	Humidity,dust)	circumstances.
6.2	User's care Cleaning,	1. Disinfection Part of the Device that are designed to come into contract
	Disinfection &	with the patient or the operator should either by capable of easy
	Sterility issues.	disinfection or be protected by a single use / sterile disposable cover.
·	1	7.STANDARDS AND SAFETY
7.1	Certificate (pre-	<ol> <li>Should be US FDA/CE/BIS/CDSCO/ approved /USFDA/CF</li> </ol>
	market, sanitary);	requirements will be applicable only when the Indian standards
	Performance and	like BIS/CDSCO are not available.)
	safety standards	2. Manufacturer should have ISO 13485 certification for quality
	(specific to the device	standards.
	type): Local and /or	<ol><li>ISO 19942:2006 Ophthalmic instruments – Direct</li></ol>
	international	ophthalmoscopes.
		8. TRAINING AND INSTALLATION
8.1	Pre-installation	Availability of 5 Amp/15Amo. Electrical Socket.
	requirements: nature,	
	values , quality	
	tolerance	

8.2	Requirements for sing -off	Supplier to perform installation, safety and operation check before handover. Local clinical staff to affirm completion of installation.
8.3	Training of staff(medical , paramedical , technicians)	Training to users i operation and basic maintenance shall be provided . Advanced maintenance tasks required shall be documented.

	9. WARRANTY AND MAINTENANCE		
9.1	Warranty	3 years, including for all spares and calibration work.	
		10. DOCUMENTATION	
10.1	Operating manuals, set manuals, other manuals.	<ul> <li>Should provide 2 sets (hard copy)of : <ol> <li>User ,technical and maintenance manuals should be supplied in English/Hindi/Regional language along with machine diagrams;</li> <li>List of equipment and procedures required for local calibration and routine maintenance,</li> <li>Service and operation manuals(original and copy) to be provided:</li> <li>Advanced maintenance tasks documentation;</li> <li>Certificate of calibration and inspection,</li> <li>Satisfactory certificate for only existing installation from government hospital.</li> </ol> </li> </ul>	
10.2	Other accompanying documents	List of essential spare accessories, with their part number and cost.	
		11. Notes	
11.1	Service Support Contact details (Hierarchy Wise; including a toll free/landline number)	Contact details of manufacturer, supplier and local service agent to be provided; Any Contract(AMC/CMC/add-hoc) to be declared by the manufacture	

S.No	Specification for Diathermy & Vessel Sealing Instruments for open	Qty
	and laparoscopic surgeries	
1.	5mm Maryland Jaw Instrument with Curved Tip, shift length-44cm	Each
	Vessel Sealer and Divider, used to seal and cut vessels up to and	
	including 7mm diameter, for Lap Surgeries, compatible with existing	
	Ligasure Generator.	
2	5mm Maryland Jaw Instrument with Curved Tip, shaft length-37cm Vesse	Each
	Sealer and Divider, used to seal and cut Vessels up to and including 7mm	
	diameter, for Lap Surgeries, compatible with existing Ligasure Generator	
3	5mm Maryland Jaw Instrument with Curved Tip, shaft length -23cm	Each
	Vessel Sealer and Divider, used to seal and cut vessels up to and	
	including 7mm diameter, for open Surgeries, compatible with existing	
	Ligasure Generator.	
4	5mm Blunt Tip Instrument, Shift Length -23cm Open Instrument, with	Each
	Double Action Jaw and contoured Tips (For Open Surgeries), Vessel	
	sealer and Divider, Compatible with existing Ligasure Generator.	
5	5mm Blunt Tip Instrument, Shift Length -37cm, Open Instrument, with	Each

	Double Action Jaw and contoured Tips (For Open Lab Surgeries), Vessel sealer and Divider, Compatible with existing Ligasure Generator.	
6	5mm Blunt Tip Instrument, Shift Length -44cm, Open Instrument, with Double Action Jaw and contoured Tips (For Lab Surgeries), Vessel sealer and Divider, Compatible with existing Ligasure Generator.	Each
7	5mm Maryland Jaw Instrument with Curved Tip and L-Hook, shift length-37cm Vessel Sealer and Divider, used to seal and cut vessels up to and including 7mm diameter, for Open Surgeries, compatible with existing Ligasure Generator.	Each
8	5mm Maryland Jaw Instrument with Curved Tip and L-Hook, shift length-44cm Vessel Sealer and Divider, used to seal and cut vessels up to and including 7mm diameter, for Open Surgeries, compatible with existing Ligasure Generator.	Each
9	16cm Small Jaw Exact Open Instrument, Vessel Sealer-Divider, Curved Jaw 28 degrees, Seal Length 16.5mm, cut Length:14.7mm, Length of Instrument 7.4 inches, Vessel Sealer and Divider Compatible with existing Ligasure Generator.	Each
10	23cm Small Jaw Open Instrument, Vessel Sealer-Divider, Curved Jaw 28 degrees, Seal Length 16.5mm, cut Length:14.7mm, Length of Instrument 7.4 inches, Vessel Sealer and Divider Compatible with existing Ligasure Generator.	Each
11	10mm Instrument having Blunt Bilateral Straight Jaw, shaft Length- 37cm, for Lap Surgeries, Vessel sealer-Divider, 359 Deg. Shaft Rotation, Vessel Sealer and divider, compatible with existing Ligasure Generator.	Each
12	10mm Instrument having Blunt Bilateral Straight Jaw, shaft Length- 20cm, for Open Surgeries, Vessel sealer-Divider, 359 Deg. Shaft Rotation, Vessel Sealer and divider, compatible with existing Ligasure Generator.	Each
13	Open Vessel Sealing instrument with Curved Jaw, 23cm bigger jaw for higher size tissue bundle.	Each
14	Laparoscopic Instrument for thoracic surgeries, length 30cm, vessel sealing and dividing	Each
15	Open Vessel sealing instrument with sealing and cutting option for Tonsillectomy procedure	Each
16	3-Button Electrosurgical Hand switch Pencil, Power Control in sterile zone, Edge Coated with Hex-locking, access to valley lab mode, compatible with existing valley lab generator only.	Each
17	Adult Patient Return Electrodes with Cord for Patients>13Kg. Make – valley lab, for valley lab generator only.	Each
18	Neonatal Patient Return Electrodes with Cord for Patients weight 0.45Kg – 2.72Kg, make-valley lab	Each
19	Infant Patient Return Electrodes with Cord for Patients with weight 2072Kg-13Kg make-valley lab	Each
20	HF Reusable Monopolar Cautery Lead for Lap Surgeries, make –valley lab, compatible with existing ligasure generator.	Each
21	HF Reusable Bipolar Cautery Lead for Lap Surgeries make-valley lab, compatible with existing ligasure generator.	Each
22	ELECTRODE LAP STR SPATULA 36CM, for laparoscopic surgeries	Each

		-
	compatible with existing Valley lab generator.	
23	ELECTRODE LAP STR SPATULA 45CM, for laparoscopic surgeries	Each
	compatible with existing Valley lab generator.	
24	ELECTRODE LAP WIRE JHOOK 36CM, for laparoscopic surgeries	Each
	compatible with existing Valley lab generator.	
25	ELECTRODE LAP WIRE LHOOK 36CM, for laparoscopic surgeries	Each
	compatible with existing Valleylab generator.	
26	Bipolar Scoville-Greenwood Bayonet Forceps, Insulated Smooth Tips,	Each
	Length 19.7cm(7.7inch), Tip: 1.5mm	
27	Bipolar Cushing Bayonet Forceps, Insulated Smooth Tips, Length	Each
	19.1cm(7.7inch), Tip: .2mm, with existing ligasure generator	
28	Bipolar Cushing Straight Forceps, Insulated Smooth Tips, Length	Each
	15.2cm(6inch), Tip: 0.7mm, compatible with existing ligasure generator.	
29	Bipolar Cushing Straight Forceps, Insulated Smooth Tips, Length 17.8cm	Each
	(7inch), Tip: 1.5mm, compatible with existing ligasure generator.	
30	Bipolar Straight Tip Jewellers Forceps, Insulated with smooth tips,	Each
	length:10.2cm(4inch), tip: 0.4mm, compatible with existing ligasure	
	generator	
31	Bipolar Cushing Bayonet Forceps, Insulated Smooth Tips Length 19.1cm	Each
	(7.7inch), Tip:0.7mm compatible with existing ligasure generator	
32	Bipolar Curved Iris Forceps, Insulated Smooth Tips, Length	Each
	8.9cm(3.5inch), Tip: 0.5mm, compatible with existing ligasure generator	
33	Bipolar Hardy Bayonet forcep with Stop, insulated and smooth tips,	Each
	Length:20.9cm(8.25Inch), Tip 0.5mm, compatible with existing ligasure	
	generator	
34	Bipolar Titanium Bayonet forceps with Stops, insulated and smooth tips,	Each
	Length: 22.2cm (8.75Inch), Tip: 1mm, compatible with existing lagasure	
	generator.	
35	Bipolar Semkin Striaght forcep with Stops, insulated and smooth tips,	Each
	Length: 14cm (5.5Inch), Tip: 0.5mm, compatible with existing ligasure	
	generator.	

## SPECIFICATIONS FOR COLOUR DOPPLER SYSTEM-HIGHEND ULTRASOUND SYSTEM

Essential feature/minimum specifications:

The system should be Premium End Multi-Disciplinary Digital Architecture suitable for applications including complete General Imaging,2D shearwave elaxtography, MSK, remotology, Intra operative capabilities, ob, gynaecology

## 1 General:

- System should be capable of supporting broad band transducers with frequency range from 1-26(+2or-2) MHz
- System should be DICOM 3.0 or higher ready for connecting to HIS, RIS PACS and DICOM enabled printing devices.
- $\circ$   $\;$  System should be offered with inbuilt Wi-Fi and Bluetooth connectivity.
- $\circ$   $\;$  System should have touch panel control for ease of operation.
- System should have 4 universal transducer ports with 1 parking ports connectivity.

- User interface back-illuminated control panel should be available which is 180 degrees rotating and height adjustable for user comfort.
- System should have full alphanumeric keyboard.
- o System should have multidirectional wheels with central locking system.
- o System should gel warmer facility
- $\circ$  System should be Capable of performing free hand 3D
- System should have provision of taking command of the touch control panel in to touchpad or smart phone while working in Sterile environment like Intensive care unit, Operation theatre, High Dependency Unit & Isolation Ward (demonstration is Must).
- o System should have real time display of ultrasound scan on PC using Wifi.

### • System Operating Modes and features:

- The system should be capable of operating in following modes:
- Operating system should be Microsoft window 10
- o B Mode
- o 3D upgradable
- o M Mode (including colour M-Mode) should have Independent 3- line live M mode
- Colour Doppler
- Power Doppler-Directional
- Pulsed Wave Doppler mode
- Duplex and Triplex modes
- Tissue Harmonic imaging
- o Upgradeable Contrast Imaging with Quantification
- o Tissue Velocity Mapping
- Tissue Velocity Dopper
- o Special Image Enhancement Software for brilliance imaging
- o Software for Speckle Noise Reduction with multiple steps
- o Software for Compound Imaging to acquire several coplanar scans of an object from different views.
- Micro vessels slow flow detection with greatest sensitivity and with different colour maps to visualize blood flow in synovitis, mioma's vascularisation, metatarsophalangeal blood flow detection.
- Vascular automatic optimization that corrects the position and angle of the course of the sample
- Panoramic /Extended FOV.
- Colour Panoramic / Extended FOV.
- Should have inbuilt live preview and scanning in real time while using anatomical reference and Guidance's tool in MSK, Rheumatologyl, Physiotherapy and regional Anaestheisa.
- Upgradeable 3D/4D volume rendering with advanced tools like TMI (Tomographic mode Imaging)
   Volume Rendering Analysis, Tissue Slice Imaging mode, Tri Planner Imaging, Cutting tool, Implement of light source from different direction, Multi Slice View with multiple cut sections.
- $\circ$   $\;$  System should have 2D shear wave  $\;$  elaxtography in convex probe.

### **3** . Display Monitor:

- 22" Inch(+1or-1inch) resolution 1920 and 1080 or more high definition LCD medical grade monitor.
- o It should be adjustable with tilt and swivel facility. Provision to adjust height will be preffered.
- It should have contrast digital adjustment.
- $\circ$  It should have large table –style touch screen 10 inches or more

#### 4.Transducers:

Single Crystal Technology transducers only should be quoted

- Multi frequency electronic linear array Probe 4-16(+1or-1) Mhz frequency range cardiac scanning.
- 3-13MHz(+1or-1)Broadband tvs probe.
- 12-25MHz dedicated probe for msk.(optional)

### 5.Measurement, Calculation and reports:

- Trackball with multiple sets of callipers for measurements.
- Standard measurements like depth, distance, area, circumference, volume ratio, angle, slope, time, velocity, heart rate, etc. Atleast six distance measurement should be possible on one image with auto repeat of measurement function.
- Comprehensive measurement and calculation packages for all the clinical applications including regional anaesthesia, MSK small parts, thyroid and summary reports.
- Automatic waveform trace in Doppler mode with display of calculated values and indices in real time and frozen images.

### 6 .Control Panel Software and other features:

- $\circ~$  At least 7000000 digital processing channels or more
- System dynamic range of 300 dB or more.
- $\circ$   $\;$  System should have a high frame rate of 6000 fps or more  $\;$  demonstration is Must.
- $\circ$   $\;$  User programmable  $\;$  presets for different types of examinations.
- Automatic optimisation function that optimizes system parameters for B- Mode and Doppler Mode. This should be in addition to the presets for various examinations.
- Multiple pre and post facility with easy and rapid retrieval of images in the form of integrated DVD/CD writes. Should be able to store static images cine clips in system hard disc and in on board archival devices
- Data archival should be possible to export data on DVD/CD, USB, DICOM and Networking.
- System should be provided with a highly advance software for review, post-process and printing of exams on a PC workstation and should be capable to import native machine's file formats. This software should have the capability to perform various measurements and add annotations on the added data.
- System should have more than 1TB hard disc in built and expandable to 8TB
- $\circ$  System depth should be upto 440mm.
- o It should be possible to annotate and perform measurement function on recalled images.
- Image display modes: Dual B+B, 4B, simultaneous B+B Simultanious B+ Colour, and display of B+M and B+ colour+ Doppler in various size combinations.
- Application specific programmable annotations and body marks with image plane orientations.
- Ethernet port for networking and USB port. It should be possible to transfer images to desktop PC.
- Free software upgrade of the equipment to be provided during the warranty and AMC period.
- Certifications:

The system should be European CE and CE and US FDA certified.

- Warranty:
- The System should have complete warranty of 3 years including transducers.
- Warranty will commence after complete and successful installation of the main equipment and all the supplied accessories.
- Comprehensive annual maintenance for the system to be quoted for the next 5 years after expiry of warranty periods.
- $\circ~$  An uptime~of 98% is to be ensured during warranty and comprehensive AMC period.

## Intensity Focused Shockwave Therapy

- The unit should have Electro Magnetic shock wave emitter technology to deliver consistent shockwave output.(latest generation electromagnetic technology)
- Should have applicator with dynamic depth control facility without needing to exchange gel and or stand off between multiple shock wave treatments allowing flexibility to work seamlessly between multiple treatment areas with different energy or depth requirements.
- Should have trigger frequency range of 0.5 Hz to maximum 20 Hz.
- Should be able to produce maximum energy flux density of 0.30mJ/mm<sup>2</sup>
- Should have facility pf automatic, rapid degassing of air bubbies with no waiting period before starting treatment.
- Focal depth can be adjusted using different stand offs for multiple applications.
- Should have intergrated controls on handipiece that allows selection of frequency and Intensity
- The unit should have mode for adjusting applied number of shocks variable range from 1.-20,000 shock wave
- It should have mode for setting amount of energy ranges from 100 20,000 mJ and shockwave release time up to 59 minutes.
- The applicator should able to deliver maximum energy to a circular area with diameter of 12 mm with ultrasound get as an only coupling agent.
- The applicator coupling area should be made of biocompatible Silicone material
- The applicator should have control of single and continuous shock wave release button
- The applicator should have control of varying intensity, frequency on the applicator during the treatment
- It should have feature of defining , storing and modification of min. 50 treatment protocols to facilitate retrieval of stored therapies protocol
- Should be European CE or US FDA approved technology
- Safety Standard to comply with Protection Class 1, EN 60601-1-2:2015/IEC60601-1-2:2014
- The unit should have storage memory of at least 100 patient treatment data
- The unit should able to operate 24 hours in continuous operation.
- Bidder should have presence in Jammu & Kashmir with authorized service support center in Srinagar
- Power setting can be controlled both in hand piece and high-resolution touch screen panel for easy operation
- Warranty 05 years
- Responsible / consumable items should be available for next 10 yrs after commissioning.

## **ECMO Specifications**

- 1. It should be small, compact, light in weight, movable with big lockable castor wheels.
- 2. Machine should have:
  - A. Console
  - B. Centrifugal drive integrated with Oxygenator holder
  - C. Arterial flow bubble sensor.
  - D. Venous bubble sensor.
  - E. Emergency drive.
  - F. Heater Unit
  - G. Air Oxygen blender
- 3. Detailed specification for each component:
  - Should be compact, lightweight, have single holder for drive and oxygenator to enable easy

inhospital transport.

- Should have an adjustable Fixation point assembly and Compact holder assembly for flexible fixing of the drive and oxygenator.
- Should have a locking mechanism to lock the pump disposable.
- Should have interactive touch screen interface.
- Should have back up emergency mode for touch screen failure.
- Should have automatic touch screen lock.
- Should have ability to unlock touch screen through button and on screen.
- Should have RPM speed 0-5000 rpm.
- Should have separate LED RPM indicator.
- Should have Flow Rate 0-9.99 liters per minute.
- Should have option to adjust RPM both through knob and on the touch screen.
- Should be supplied with Arterial flow bubble and venous bubble sensor.
- Should have options to independently activate and deactivate sensors.
- User set alarm limits for flow should be displayed on the LPM tab for easy identification.
- LPM Zero calibration of flow sensor status should be displayed on screen.
- Should have ability to sense back flow and intervene to prevent back flow when activated.
- Should intimate the user on battery capacity and calibration status.
- Should have battery back up for minimum 1.5 hours and display approximate back up time left.
- Should have built in user guidance for stepwise set up ,priming and functional test.
- In case of any error message, an acoustic alarm must sound along with display on the touch screen.
- Should have inbuilt alarm help function.
- It should be supplied with an Emergency drive.
- Should have option to connect to HIS.

# **Heater Unit:**

- Temperature setting range of water temperature should be 35 to 39 degree Centigrade.
- Should have digital display for set & outlet temperature & should be capable of showing alarm indications.
- Water reservoir capacity should not be more than 2 liter.

## **Miscellaneous:**

- Should have an advanced cart design maximizing safety and convenience to move the complete unitanywhere.
- Should have a standard I.V. pole.
- Should have a convenient oxygen cylinder storage facility.
- Sechrist Gas Blender should be supplied with the unit.
- Should be **CE / US FDA certified**.

# Disposable consumable Kit including

- Centrifugal Pump
- Oxygenator
- Tubing

# **Centrifugal Pump**

- It should be one of the smallest centrifugal pumps available with a priming volume of 32ml.
- It should be efficient and reliable with the following features:
  - Low priming volume.
  - No shaft or seals.

- Spiral formed chamber for gentle blood handling and for lower lever of pump inducedhemolysis (Minimal Hemolytic index).
- One point bearing made of Sapphire.
- LPM should be 0 10 litres

# **Oxygenator:**

- The Oxygenator should have highly plasma resistant polymethylpentene fibres with a modifiedhousing designed specifically for extended use.
- Its tight hollow fibers should be made of PMP to eliminate plasma leaks.
- It should have excellent gas transfer and heat exchange and very low pressure drop.
- For easier and safe air elimination, it should have a de-airing membrane.

# Tubing

• Should be made of Polyvinylchloride and pre connected.

The pump, oxygenator and tubing as a kit should have anti thrombotic coating and should have CE certification for 14 days.