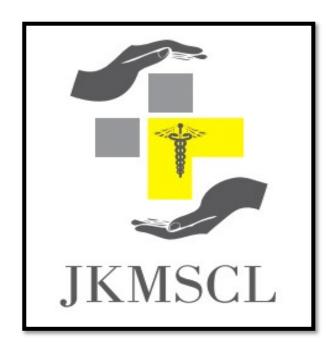
#### JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(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 OPHTHALMIC MACHINERY & EQUIPMENTS UNDER NATIONAL PROGRAMMEE FOR CONTROL OF BLINDNES AND VISUAL IMPAIRMENT

(REFERENCE NO: NIT/JKMSCL/M&E/2023/607 DATED: 02 /12/2023

LAST DATE OF SUBMISSION OF ONLINE BIDS: 10-01-2024 upto 1600 hrs

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

### BIDDING DOCUMENT FOR PROCUMENT OFMACHINERY & EQUIPMENTS

**Table of Contents** 

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

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

#### **Bid Submission Letter**

(Declaration Form)

Sub: - Regarding Bid submission for NIT/JKMSCL/M&E/2023/ 607 DATED02 -12-20	Sub: -	<ul> <li>Regarding !</li> </ul>	Bid submission	for <b>NIT</b> /	JKMSCL/M	&E/2023,	/ 607	<b>DATED02</b>	-12-20
-----------------------------------------------------------------------------	--------	---------------------------------	----------------	------------------	----------	----------	-------	----------------	--------

I/We
I/We further declare that the rates offered by us shall remain valid for the period of 24 months extendable for a further period of three months and shall reduce the rates, if the rates are reduced by us for any other buyer during this period within Union of India. I/We have enclosed the documents as per details given in Annexure I of the NIB and other documents asked in NIT.
We further undertake to abide by all the terms & conditions of the NIB.
Dated Name and signature of bidder with seal



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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/2023/607 Dated: 12 /12/2023

#### NOTICE INVITING TENDER

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

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

Sd/-Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.

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

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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

: 02-12-2023

### BIDDING DOCUMENT FOR Procurement of Machinery & Equipment

Tender No.NIT/JKMSCL/M&E/2023/607 : 02-12-2023

Date of publication of e-bid

Start date and time for download of bid document : 02.12-2023

Last date and time for download of bid document : 10-01-2024 at 1600 hrs

Clarification start date : 02-12-2023 at 1100 hrs
Clarification end date : 12-12-2023 upto1400 hrs

Pre- bid conference : 12-12- 2023 AT 11.00 A.M

(at Corporate Office, Jammu/Srinagar)

Start date and time for submission of online bids : 02-12-2023 at 1500 hrs

Last date and time for submission of online bids : 10-01-2024 at 1600 hrs

Date and time for online opening of technical bids : 12-01-2024 at 1100 hrs

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

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

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

#### Note: -

JKMSCL

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

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

#### Note: -

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

#### <u>Important Note:</u>

- 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. Mail id for prebid queries : <a href="mailto:prebid.jkmscl@gmail.com">prebid.jkmscl@gmail.com</a>
- 3. Google Code For Pre bid Conference :- https://meet.google.com/vzk-wxgg-vbn

TABLE-1

S. No.	Item code	Name of the item	Average Annual turnover for last 03 years
1	NPCB01	ADVANCE 4 <sup>TH</sup> GENERATION PHACO MACHINE	05 Crore
2	NPCB02	OPHTHAMIC OPERATING MICROSCOPE	05 Crore
3	NPCB03	OPTICAL COHERENCE TOMOGRAPHY	05 Crore
4	NPCB04	Nd YAG LASER	05 Crore
5	NPCB05	USG A&B SCAN	05 Crore
6	NPCB06	DIGITAL FUNDUS CAMERA	05 Crore
7	NPCB07	INDIRECT OPHTHALMOSCOPE	05 Crore
8	NPCB08	DIRECT OPHTHALMOSCOPE	05 Crore
9	NPCB09	STREAK RETINOSCOPE	05 Crore
10	NPCB10	Ophthalmic Refraction Unit	05 Crore
11	NPCB11	SURGICAL SETS  1. CATARACT SET (TITANIUM & STEEL)  2. GLAUCOMA SETS  3. DCR SETS  4. ENTROPION SET  5. ENUCLEATION SET  6. EVISCERATION SET  7. SQUINT SET	05 Crore
12	NPCB12	AUTORFRACTOMETER WITH KARATIOMETERY	05 Crore
13	NPCB13	NON –HYDRIATIC FUNDUS CORNEA	05 Crore
14	NPCB14	Non –Contact Tonometer	05 crore
15	NPCB16	APPLANATION TONOMETER	05 Crore
16	NPCB18	KERATO METER – MANUAL	05 Crore
17	NPCB19	OPHTHALMIC LASERS - PHOTO DISRUPTING (Q-SWITCHED ND:YAG)	05 Crore
18	NPCB20	PHACOMACHINE	05 Crore
19	NPCB21	RETINOSCOPE	05 Crore
20	NPCB22	Slit Lamp	05 Crore
21	NPCB23	TRIAL FRAME SET ( ADULT AND CHILD)	05 Crore

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

Note:

1. The catalogues/brochures of the item shall be submitted along with the EMD in separate envelopes, prior to submission of online bids. The catalogues/brochures pertaining to the

- equipment information should be signed by the authorized signatory of the manufacturer.
- 2. No minimum quantity is guaranteed and the bidder shall not claim any compensation from the Jammu & Kashmir Medical Supplies Corporation Ltd.

#### DISCLAIMER

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

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

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

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

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

by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

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

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

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

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

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

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

Managing Director Jammu and Kashmir Medical Supplies Corporation Ltd

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

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

your bia r	may not be considered invalid:
Clause No.	Description
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading.
2.	Bid form must conform the terms & conditions of the bid documents and Technical Bid in Cover- 'A' & Financial Bid in Cover-'B' to be uploaded on <a href="https://www.jktenders.gov.in">www.jktenders.gov.in</a> . The receipt for cost of tender, tender processing fee and catalogues of the quoted items shall be submitted in the office of JKMSCL atleast one day prior to submission of online bids.
3.	It is expected from all bidders that CDR/FDR/BG in separate envelope shall be deposited with the authorised person of JKMSCL at reception against proper receipt from the concerned.
4.	Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5	Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document.
6	If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2580842, 0194-2432008 or e-mail on <a href="mailto:gmail.com/gmkjkmscl1@gmail.com/gkmsclepm@gmail.com/gmkjkmscl2mmjkmscl@gmail.com">gmkjkmscl1@gmail.com/gkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2mmjkmscl2m</a>
7.	In case a bidder is given any assurance what so ever of being provided with any advantage in JKMSCL by anybody or if a bidder is directly or indirectly threatened of being put to some deliberate disadvantage in the bidding process & in the bidder's subsequent association/ working with JKMSCL, it is requested that the concerned must immediately inform about the same to the Managing Director, JKMSCL/G.M-J(Adm), JKMSCL in writing or through e-mail on 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.

	The Didden shall have to substitute OCT No. 0 OCT.
8	The Bidders shall have to submit a GST No. & GST clearance certificate/return submitted from the concerned commercial taxes officer and the 'PAN' issued by income tax department.
9	It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/formats shall out rightly be rejected.
10	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website <a href="www.jktenders.gov.in">www.jktenders.gov.in</a> Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately.
11	No firm/bidder/manufacture/importer shall provide/supply any of the product item at the rate contract /approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the Union Territory of J&K. In case any supply is made in violation to the said condition (or), the supplier/firm shall be liable to be penalised to the tune of 7.5% of order placed/blacklisting for a period not less than five years (or) both as deemed fit, to the competent/Tender Inviting Authority. However, JKMSCL can procure the items for any of the departments within /outside the Union Territory of J&K/after charging the administrative expenses.
12	The qualified bidders are required to submit the relevant documents and annexure uploaded with their e.bid in original along with catalogues at the time of issuance of LOI /execution of agreement before issuance of rate contract.
13	The bidder shall not under any circumstances quote "Zero" anywhere in the BOQ.
14	Important Instructions to bidders  The bidders shall have to abide the clauses/restrictions in terms of Rule 144 (xi) of the General Financial Rules (GFRs) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide No. F.No.6/18/2019-PDD dated 23.07.2020.  The bidders are required to submit a certificate/ declaration regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted and is found to be false, it will be a ground for immediate termination & further legal action in accordance with law. Bidders are required to go through the said order & Office Memorandum (s) for the necessary compliance  Model Certificate for tenders
	"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this border is not from such a country and is eligible to be considered."  Model Certificate for Tenders  "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fullfills all requirements in this regard and is eligible to be considered (where
	applicable, evidence of valid registration by the competent Authority shall be attached"

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

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

#### Section III: Evaluation and Qualification Criteria

#### 2. Qualification Criteria

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

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

#### 1. Evaluation Criteria

Claus	Description
	Scope
1.	
1.1	<b>Local handling and inland transportation:-</b> The cost for Inland transportation, insurance related services installation, commissioning demonstration and other
	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.
	<b>Technical Criteria:</b> -The minimum technical level that the goods and related
2.	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.e. 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).
	Spare parts: - Only those spare parts and tools which are specified on an
3.2	item wise basis in the list of goods and related services, schedule of supply
	shall be taken in account in bid evaluation. Supplier recommended spare parts
	for specified operating requirement shall not be considered in bid evaluation.
	The price for evaluating L1 (as per BOQs) shall be decided on the basis of
	cumulative rates of Main item, Accessories (wherever asked) /Indian items
	(wherever asked) i.e cost of main item + cost of Accessories = Total cost of
	equipment.
3.3	Performance and productivity of goods:- The performance and productivity of
	the equipments shall be as per the reference value or norms specified in
	technical specification of an item and corresponding value guaranteed by the
	bidder in its bid.
4.	Price preference:-
4.1	The price preference shall be given in evaluation of bids and award of contract as
	per MSME Policy in vogue.
4.2	Taxes as applicable, should be mentioned clearly and separately.
	<del>-</del>

#### Section IV: Bidding Forms

#### **Table of Contents**

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

#### (Annexure I)

On Firm's letter head

#### LIST OF ITEMS QUOTED IN THE BID

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

Seal & Signature (Authorised Signatory)

Annexure II

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

#### **Managing Director**

Jammu & Kashmir Medical Supplies Corporation Ltd. J&K

We, the undersigned, declare that:

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

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

4	Copy of Catalogue of the Quoted product	
	(self attested)	
5	Compliance Sheet for each equipment (self attested)	
6	Technical bid submission sheet duly filled	Annexure II
7	Financial bid (To be uploaded in BOQ only)	Annexure III
8	Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Principal Manufacturer / Sole Importer/ Indian Subsidiary as per proforma duly notarised.	
9	Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Bidder as per proforma duly notarised.	
10	Client Base on Letter Head of the Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer with references of the supply orders, for any of the three years in last five years along with satisfactory performance certificate of minimum one installation (Copies of reference supply orders and satisfactory performance certificate need to be attached)	
11	Authorisation from principal manufacturer / Importer (On the letterhead of Principal manufacturer / Sole Importer) In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted (strictly as per annexure VI)	Annexure VI
12	Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2020-21, 2021-22 and 2022-23).  In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer.  Copies of Audited Balance sheet & profit loss account for last three financial years certified by	VII
14	Chartered Accountant of the Importer/ Indian Subsidiary for 2020-21, 2021-22 and 2022-23 with UDIN.  In case of foreign manufacturer the balance sheets of Indian Subsidiary/Sole Importer only shall be considered  Nature of the Firm/Public Company / Private	
	F DID FOR THE RECOURTMENT OF MACHINERY & FOLLOMENT /2	

	Company/ Partnership/ Proprietorship/any other	VIII		
	with Documentary proof.			
15	Self attested photocopy of IEC certificate	Annexure A		
	and Permission/ Authorization for sale	(if		
	for sale from the foreign principle	applicable)		
	manufacturer (in case of imported			
	product)			
16	Copy of GST Registration of the Bidder	Annexure B		
	1,			
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.	Annexure E		
	ISI/CE/USFDA etc. whichever applicable.			
20	Name, photograph & specimen signature of the	Annexure F		
	designated officer/ representative of the Bidder who			
	is authorized to make correspondence with the			
0.1	JKMSCL, if any.	A C		
21	Specify point of supply with full Address.	Annexure G		
	NB: Specifying of point of supply does not means			
	authorization to raise, invoice and receive payments on behalf of bidder(s)			
22	Declaration of bidder regarding acceptance Bid	Annexure A1		
	for terms & conditions	Aillexule Al		
22	Copy of CDSCO Registration Certification,			
23	wherever applicable			
	**TOTO *OT APPLICADIO			

#### **Important Note**

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

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

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

Name	/Address											
		capacity						gnat	ion)	 		
		······										
of	of of Firm)											
Dated.		Tel:			e-mail:							
NID . T	N.D. The existing manufacture (direct inspector of the hidding items (their selection)											

- N.B: The original manufacturer/direct importer of the bidding items/their sole authorised representative shall execute tri-partite agreement with the Corporation i.e JKMSCL, inter-alia, stating that:
  - i. The invoice submitted by the authorised representative for such supplies shall be endorsed by the original manufacturer/direct importer of bidding items. Original copy of the delivery challan of the manufacturer towards authorised representative for such supplies shall be endorsed along with invoice submitted by Authorised representative.
  - ii. JKMSCL may secure confirmation/or authenticating of such supplies from

manufacturer/direct importer before releasing the payment.

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

#### ITEM WISE FINANCIAL BID (BOQ)

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

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

5	Io.		Description	Item Code	Unit	Qty	Currency type	Basic Equipment cost for one unit	Packing & forwarding charges/freight insurance charges	Indian Agency Commission for 1 unit in foreign	Custom Duty	SGST	CGST	IGST	Custom clearance in foreign	Total Amount including Taxes
	1	,	2	3	4	5	6	7	8	9	10		11		12	13
		Mai item	۱ ا													
2		Acc orie	ess s, if													
3		Indi- item any	an ns, if													
5	•	Opt al Item any	ns, if													
Is	MC † Ye	for	CM( 2 <sup>nd</sup> )	C for rear	CMC for 3rd Year	or ar	CMC fo 4 <sup>th</sup> Yea	or CI r 5 <sup>th</sup>	VC for Year			ı			To ai C	otal mount MC
1	4		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
- 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 CMC (Comprehensive Maintenance Contract) and Optional items shall not be considered for finalizing/deciding L1 rates.

### 14. Warranty of 05 years shall be applicable for Machinery and Two years of instruments.

In case of foreign currency, L1 shall be calculated on the basis of conversion of currency as on date of opening of financial bid. Purchase order and RC shall be issued on conversion price of dollar on the date of opening of financial bid.

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

#### (For Imported equipment)

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

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

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

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

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

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

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

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

#### Declaration and Undertaking by the Bidder

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

1.	I/We	(Name of	firm)	certify	that	the	quoted	model	(of	quoted
	item) is of latest tec	:hnology c	ınd is r	not outc	date	d.				

- 2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
- 3. I/We do hereby accept condition of warranty/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.

Name: Designation

- (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**

VERIFICATION & DECEARATION		
I/weS/o		age
dyears residing at	aı	uthorized
bidder/proprietor/partner/director of firm M/s	•••••	verify
and confirm that the contents of bidding docu	ments , its bidding forms, A	nnexure
and other information submitted for bid no.	_	
	are true and correct	to the best
of my knowledge and nothing has been conce	aled therein.	
In case, any variation/discrepancy/wrong de		g scrutiny at
later stages, I/We shall be held personally response	·	-
including blacklisting/debarring of my/our firm f	or a period not less than 0	5 years
Place:-	Signature of the Depon	ont
	·	5111
Dated:-	Name:	

#### Annexure IV B

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

	Date:	NIB No.:
I/We a legally constituted firm/body  address) and represented by Mr  Chairman) declare that I am/we are  the goods and related services for which I/we ha  I/we further declare that:-	(Name of Bidder/S (manufactu ve bid.	Sole proprietor/ CMD/ rers/direct importer) in
<ol> <li>The items (Name of item) is/ are</li></ol>	ddress of factory & of	fice).
<ol> <li>I/We do hereby accept condition of general each quoted item as per terms &amp; condition date of installation/ demonstration).</li> </ol>	ions or technical spe	ecifications. (From the
<ul> <li>a. Our company/firm has not been to be union Govt. or any State Governove participation in bidding.</li> </ul>	vt. or their subording	ate departments from
detailed information is as given belo	ame, Address of G w:	Govt./dept./State) and
(i) Cause of black listing/bannir (ii) For which item(iii) Period of black listing/bannir (iv) Latest Status of black listing/l	ng/debarring/ convic	tion.
<ol> <li>I/We hereby confirm that we have depotent to the date of submission of tenders with GST/other taxes is due on the firm a</li> </ol>	the concerned aut	
<ol><li>We undertake that in case of change of providing preventive services and mainten the warranty period.</li></ol>	•	·
<ol> <li>We fully qualify the laid down terms &amp; conc VERIFICATION &amp; DECLARATION</li> </ol>	ditions of the NIB inclu	ding Turnover class.
I/we	authorize verify and verify and serify and s	ed bidder/proprietor/ nd confirm that the nexure VIII and other at to the best of my uring scrutiny at later e any action including
Place :- Dated:-	Signature of the Name : Designation	Deponent

On letter		<b>lient Base (Item wise)</b> ufacture/Indian Subsidian	y of Principal Manufacturer				
that our of Bidder/Mothe supply performan	client base for the offer anufacturer/Indian Sub orders, for any of the ace certificate of minir	ered equipments are as sidiary of Principal Manu ree years in last five year	) do hereby certify under {Client Base of the ufacturer with reference of ars along with satisfactory opies of reference supply be attached)}:-				
tem	Name of the Item	Client list	Reference to supply order				
Code							
<ol> <li>It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.</li> <li>Firm should have market standing of the quoted product as mentioned above.</li> <li>The different variants of same equipment may be considered.</li> <li>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.</li> </ol>							
Place: Date:		Sigr	nature of bidder with Seal.				

#### **Annexure VI**

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

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

The Managing Director Jammu and Kashmir Medical Supplies Corporation Limited J&K
Subject: Regarding authorisation for our products.  Ref.: Your NIB nodated  Name of items
Dear Sirs,
I/we(Name) for M/S(Name of firm) who are proven and reputable manufacturers(Name of item) having factory at(Address of Factory and Office) hereby authorize M/S(Name of Bidder firm) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid documents/NIB for the above goods manufactured / imported by us.
I/we further confirm that no supplier or firm or individual other than M/S
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,
(Name & Signature) verification and signature by bidder For M/s Seal and address of bidder AUTHORISED SIGNATORY
Accepted by the authorized Bidder Mr

### ((On letter head of Chartered Accountant))

The average annual turnover of M/S......(Name of Firm).....

#### ANNUAL TURN OVER STATEMENT

and address		,						
for the past three years are given below and certified that the statement is true and correct:-								
t is further certified that the Annu- per returns filed with Taxation De shall be responsible, if any variati stage.	partment for the year	r 1st year, 2 <sup>nd</sup> year & 3 <sup>rd</sup> year and						
SI. No.	Financial Years	Turnover in Lakhs (Rs.)						
1.	l <sup>st</sup> year							
2.	2 <sup>nd</sup> year							
3.	3 <sup>rd</sup> year							
	Total -	Lakhs						

#### Note:

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

Date

Signature of the bidder

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:
7.	Prayer: (supported by an affidavit)
	nand Draft of Rsdatedas appeal fees
	Place Dated
	Appellant's signature

#### Section V: Schedule of Supply

#### **Table of Contents**

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

#### Section V: Schedule of Supply

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

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

	otherwise specified by the firm(s) and agreed by the corporation and th same shall not be returned to him.
2.5.4.	Packing specifications
	<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 indicate that the product is for "JKMSCL Supply" for the year, "Not for Sale</li> </ul>
	and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packe 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, necessary shall be made after getting permission from JKMSCL.
2.6	REJECTION OF GOODS:
2.6.1	Articles not as per specification/ or not approved shall be rejected by the corporation / consignee and will have to be replaced by the supplier firm at its own cost within 15 days or with time limit fixed by the corporation.
2.6.2	All the stores supplied shall be of the best quality and conforming the specification, trademark laid down in the schedule attached the 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. It case any of the articles supplied are not found as per specification of declared sub-standard, that shall be liable to be rejected and an 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 (removed & destroyed at the cost & risk of supplier/bidder, without an further correspondence. The destroying charges as per the actual plus 15 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 the 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 the material to the consignee. In the event of any loss, damage, breakage, leakage or shortage in transit, the bidder shall be responsible.
E BID FO	R THE PROCUREMENT OF MACHINERY & EQUIPMENT (2023)

2.7	Payment Terms (For items quoted in foreign currency)
2.7.1	For Payment through Letter of Credit (for imported items only) 100% payment shall be released against 20% Bank Guarantee valid for a period of 12 months, to be submitted by the bidder. The BG shall be released on successful installation of the Machinery. Letter of credit would
	be opened subject to following additional conditions:-
	<ol> <li>At site LC would be opened.</li> <li>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>Supplies shall be insured by the OEM till the final delivery site shall also include "Force Majeure"</li> </ol>
	<ul> <li>4. Pre-dispatch inspection shall be carried out by OEM by certified inspection agency before shipment of supply.</li> <li>5. The product shall be comprehensively insured upto site of installation for all</li> </ul>
	type of insurance.
	6. The charges of the L.C charged by the Govt. shall be borne by the firm.
	For Indian items:  Payment shall be made after successful installation and commissioning of the equipment duly certified by Head of the concerned department.
2.7.2	Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
2.7.3	Payment to the authorised representative shall be made as per the tripartite agreement with the Corporation i.e JKMSCL on the basis of Annexure All to e uploaded along with e.bid.
2.7.4	No advance payments towards cost of items shall be made to the bidder.
2.7.5	If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Managing Director JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. In case this reduction of rates comes to the knowledge of JKMSCL in later stage, additional payment made w.e.f of the details of rates shall be charged from the firm with 1.5% monthly interest from the date/till rates have been reduced besides action as desired fit by JKMSCL which may be debarring/any other penalty as per penalty clause.
2.7.6	In case of any enhancement in taxes/duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional taxes/duty so levied shall be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in tax/ duty, the bidder should produce a letter from the concerned authorities for having paid additional tax/duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of taxes/duty of items, as notified by the

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

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

#### 3. Technical Specifications:

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

#### General features:

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

#### 5. Inspection and Tests

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

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

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

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

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

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

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

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

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

#### PLEASE ALSO NOTE THAT: -

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

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

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

2.9

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

## 3 BID SECURITY:

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

#### 4 FORFEITURE OF BID SECURITY: -

The bid security shall be forfeited if:

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

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

#### 5 WARRANTY CLAUSE:-

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

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

## 6 MARKING



JKMSCL SUPPLY (\_\_\_

\_) NOT FOR SALE

#### 7 COMPARISON OF RATES:

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

and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account.

(viii) No part of the bid document should be detached / deleted.

## 8 SUBMISSION OF SAMPLES/CATALOGUES AND DEMONSTRATION

- (i) Catalogues/samples of the quoted item(s) must be sent free of cost to JKMSCL even though the specifications or description etc. are mentioned in the bid form are complied.
- (ii) Samples of items(s) should be collected back from the JKMSCL, J&K within 15 days from the date of finalization of list of successful bidder/demonstration of product before the expert panel. The corporation shall not be responsible for any damage, wear and tear or loss during the course of testing / examination, etc. The corporation may retain the sample of approved item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear and tear or loss in this period. The corporation shall not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation.
- (iii) The bidder may be asked to demonstrate the technique, procedure and utility of item as per specifications given in the bid document before the technical committee constituted by the Corporation for the purpose. In case of heavy equipment, the demonstration may be carried out at the nearby place where the equipment has been installed by the bidder. In that case, the decision of the technical committee shall be final. The firm shall keep ready the quoted item and arrange all logistics within the time frame as and when asked by the JKMSCL. After the due date, no request of the bidder/firm shall be entertained for demonstration.
- (iv) Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:
  - a. Name and full address of the firm
  - b. Catalogue no. and name of the item
  - c. Name of section
  - d. Name of manufacturer
  - e. Brand
- (v) No change in marking on sample will be allowed after the submission of the sample.

## 10 PERFORMANCE SECURITY (P.S.) AND AGREEMENT:

- (i) The successful bidder shall submit the original copy of Bid document signed on each page **at the time of agreement**. However, while uploading the technical bid, only the declaration regarding acceptance of terms & conditions shall be uploaded.
- (ii) The period of rate contract shall be 24 months from the date of

- issuance of rate contract. The Managing Director, JKMSCL can extend the original rate contract subject to original terms and conditions for a period deemed fit by them, but not exceeding three months, for which the bidder shall abide.
- (iii) Successful bidders, whose offers are accepted, shall have to deposit performance security @ 3% of the value of the supply order in favour of Chief Accounts Officer, JKMSCL within 15 days from the date of issuance of letter of intent. The performance security shall be deposited in the form of FDR/CDR/B.G (Bank Guarantee)/NEFT/RTGS. However, the bank guarantee shall be for a validity period of six months, beyond the guarantee period sought for the item.
- (iv) In case of successful bidder(s), the amount of bid security shall be adjusted for performance security for the supply order placed to the firms/bidders. The amount of performance security, if exceeds the bid security, it shall be deposited by the firm against the supply orders issued from time to time.
- (v) The firm may submit bank guarantee issued by any scheduled/nationalised bank. The minimum validity of bank guarantee should be six months after completion of guarantee period for the item.
- (vi) The Performance Security: The Performance Security (P.S.) shall be 3% of the total value of stores ordered for supply. The payment shall not be released against supplies until the additional Performance Security due is deposited by the supplier or additional.
- (vii) The performance security shall be refunded after six months after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder subject to guarantee provisions.
- (viii) It is to be noted that earlier year's bid security and performance security, even if lying in the JKMSCL shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited. The JKMSCL shall pay no interest on bid security or performance security amount.
- (ix) Successful bidders shall have to execute an agreement on a Non-Judicial stamp paper of an amount mentioned in the offer letter, in the prescribed form with the JKMSCL and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, Managing Director JKMSCL, J&K may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of contract under this agreement shall be for a period as mentioned.
- (x) The bidder shall furnish the following documents at the time of execution of agreement:-

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

#### 11 SUPPLY ORDERS:

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

	procurement of raw material, whether imported or controlled of 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 itaken, as argument for non-supply/delayed supply will not be entertained.						
12	SUBMISSION OF CONTRACT COMPLETION REPORT						
12.1	Firms shall have to submit consolidated statement in duplicate at the end of rate contract well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable JKMSCL to examine the case for refund of performance security.						
12.2	The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/representative with copy to JKMSCL for further followup						
13	LIQUIDATED DAMAGES:						
	I. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.						
	II. In case of extension in the delivery period with liquidated damages recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Delay beyond 12 (for Indian products) and 150 days (for imported products) shall be treated as unexecuted and attract penalty @20%.						
	III. Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days.						
	IV. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.						
	V. The maximum amount of agreed liquidated damage shall be 20%.						
	VI. If the supplier requires an extension of time in completion of contractuous supply on account of occurrence of any hindrance, he shall apply it 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 shown ensure extension of delivery period for delayed supplies. The payment shown only released by purchase officer after sanction of extension in deliver period by M.D., JKMSCL.						
	VII. Delivery period may be extended with or without liquidated damages. the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.						
	VIII. If the Bidder is unable to complete the supply within the specified o						

extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approval from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).

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

## 15 **RECOVERIES** Recoveries of liquidated damages, short supplies, (i) rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with Corporation. In case recovery is not possible, recourse will be taken under law in force. Any recovery on account of L.D. charges/risk & cost charges in (ii) respect of previous rate contracts/ supply orders placed on them by the corporation can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., JKMSCL, J&K regarding authenticity of sum payable shall be final. 16 INSPECTION:-The equipments supplied shall be according to specifications provided (i) 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.
- Notwithstanding the fact that the authorized inspecting agency had (ii) 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.
- In case of doubts in inspection/ test, same may be got inspected (iii) or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the JKMSCL, J&K within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection / testing charges, if any, shall be borne by the supplier.
- (iv) If required, the consignee may refer inspection committee to match

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

## 17 **PACKING AND INSURANCE**

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

#### 18 REJECTION

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

payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance security as per condition No. 18). Joint inspection of defective material may be carried out as required by the JKMSCL. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.

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

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

### 19. CORRECTION OF ARITHMETIC ERRORS

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

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

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

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

- (i) The quantity of equipments and instruments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- (ii) If the Managing Director JKMSCL J&K procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

(i) If the Bidder fails to supply the Managing Director JKMSCL J&K shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.

## 21. PARALLEL RATE CONTRACT

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

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

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

#### 22 VALIDITY OF BID:

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

#### **PRICE ESCALATION:**

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

#### 24 SUBLETTING OF CONTRACT:

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

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### 25 FALL CLAUSE:-

- The prices under contract shall be subject to price fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract anywhere in India. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the JKMSCL, J&K and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the State /UT of India at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.
- (ii) The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days to JKMSCL. Similarly, if parallel rate contract holding firm reduced its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.

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

Any person participating in a procurement process shall-

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

h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### Conflict of Interest:

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

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

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

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

- All correspondence in this connection should be addressed to the Managing Director JKMSCL, J&K. Technical questions should be referred to the Managing Director JKMSCL, J&K direct by correspondence or by personal contact.
  - (i) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.
  - (ii) Supplier may be disqualified, banned or suspended from business during the rate contract if:
    - (a) fails to execute a contract or fails to execute it satisfactorily;
    - (b) no longer has the technical staff or equipment considered necessary;
    - (c) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;

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<ul> <li>(d) The firm is suspected to be doubtful loyalty to state.</li> <li>(e) The State Bureau of Investigation (SBI) or any other Investigatin agency recommends such a course in respect of a case und investigation.</li> <li>(f) Managing Director JKMSCL, J&amp;K is prima- facie of the view the firm is guilty of an offence involving moral turpitude in relative to business dealings, which if established would result in busine dealing with it banned.</li> <li>29 No action on the letter head of the bidder /firm regarding accomplaints against the JKMSCL will be considered unless the letter head signatory of the firm.</li> <li>30 (i) If any certificate/documents/information submitted by the bidder four to be false/ forged/ fabricated/vexatious or frivolous or malicic appeals or complaints etc. than bidder shall be liable for appropriate legal action along with disqualification, banning suspension etc. for limited or unlimited period.</li> <li>(ii) Bidders are required to submit wanted information (if any) based of the facts. If the furnished information by the firm found to misleading not based on facts disciplinary action against the firm may be taken to banning concerned item/items for certain or uncertain period.</li> <li>31 The JKMSCL reserves the right to accept any bid not necessarily the lowe The JKMSCL may reject any bid without assigning any reasons and accepted bid for all or anyone or more of the articles for which bidder has been given.</li> </ul>	
complaints against the JKMSCL will be considered unless the letter he bears the signature of the bidder or the authority higher than the k signatory of the firm.  (i) If any certificate/documents/information submitted by the bidder fou to be false/ forged/ fabricated/vexatious or frivolous or malicidappeals or complaints etc. than bidder shall be liable for tappropriate legal action along with disqualification, banning suspension etc. for limited or unlimited period.  (ii) Bidders are required to submit wanted information (if any) based of the facts. If the furnished information by the firm found to misleading not based on facts disciplinary action against the firm may be taken to banning concerned item/items for certain or uncertain period.  The JKMSCL reserves the right to accept any bid not necessarily the lower The JKMSCL may reject any bid without assigning any reasons and accept any bid may reasons and accept any bid may reasons and accept any bid without assigning any reasons and accept any bid may reasons and accept any bid without assigning any reasons and accept any bid may reasons and accept any bid may reasons and accept any bid without assigning any reasons.	
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the facts. If the furnished information by the firm found to misleading not based on facts disciplinary action against the firm may be taken to banning concerned item/items for certain or uncertain period.  31 The JKMSCL reserves the right to accept any bid not necessarily the lowe The JKMSCL may reject any bid without assigning any reasons and accept and the property of the prop	30
The JKMSCL may reject any bid without assigning any reasons and acce	
or distribute items of stores to more than one firm/supplier.	31
32 GRIEVANCE	32
Grievance regarding interpretation of any clause of the contract/agreem executed between the parties shall be referred to Managing Direct JKMSCL for its clarification.	
33 ARBITRATION	33
33.1 Governing Law: This NIT shall be governed by and construed is 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 a in connection with the NIT including its existence or validity a 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 disputnotice issued, furnish:</li> <li>I. Counter claim and defences, if any, regarding the</li> </ul>	

	dispute; and
	II. All written material in support of its defences and counter claim
	34.1.3 Within thirty days of issuance of notice by any party pursuant to para 29.1.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.  Dispute Resolution: Besides, as referred above may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Administrative Department H&ME, who will, through Law Department, appoint a senior most officer as sole Arbitrator, of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the UT of Jammu and Kashmir.  Note: - Small grievances regarding interpretation of any clause of the Contract / Agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification and such interpretation(s)
	given shall not become subject matter for reference to Arbitration
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.

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:-

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

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

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

Managing Director Jammu and Kashmir Medical Supplies Corporation Limited

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

Signature of bid with seal

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

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

### (On Letter Head of the Bidder)

#### **DECLARATION**

I/We	M/s				r	represented	by	its
Proprieto	or/managing	Partner/Managing	Director	having	its	Registered	Office	at
		and its Factory Pr	emises at				. do dec	lare
that I/w	e have carefu	lly read all the condit	ions of bid	no	D	atedi	ncluding	g all
the ame	ndments in	Ref	for s	upply cu	n rat	e contract of	f	
Item na	me	for Jammu and Ka	shmir Med	lical Supp	olies	Corporation	Ltd. for	the
year 202	2-23 and acc	epts all conditions of	bid includi	ng amend	lment	ts, if any.		

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

Signature & Seal of bidder Name & Address:

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

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

	Managing Director,										
	nmu & Kashmir Med	ical Supp	lies Corporc	ation Lt	d.						
J&K											
Dec	ar Sir,										
											_
	We					establishe					
		_	factories	at					gistered		
			possess								
	eby authorize M/S _										
	sequently negotiate										
the	original manufact										
	(	are ready	to execute	e Tripa	rtite a	greement <sup>,</sup>	with the	Corporati	on i.e JKM	ISCL sta	ıting
inte	er-alia that:-										
No	<ol> <li>The invoice subsendorsed by recopy of the conjugate shall of supplies s</li></ol>	me /us i.delivery of also be excure an all howeliween Jordinauthorized ange of the equality.	e. the original challan of andorsed all e-mail /altenporter, before ever be relable KMSCL, Oral Manufact represent of the color of the	nal Manufong wernativore relative, on the short control of the short con	inufacture acture ith inverse consister on the Manu / Directon behall be ost duri	turer/Directer's toward roice subm firmation for the payment of th	t Importeds authoristed by or authorist ent, which do conding Direct of the lus.	er of biddi orised rep our Autho enticity of ch we are tions of trip Importer bidding ite eviding afteriod	ng items a resentative rized Repres such comm  cartite agr and the ems for such er sales se	and origine for subsection of the supplies it the determinant of the supplies	inal uch ve. es to to zed olies and
	gotiate and conclu					business	against	this specif	c tender.	30 10	DIG,
the go You	we, further agree to tender document bods offered for supurs faithfully	t. We he	reby exten	d our	full g	uarantee	as per	` '	•		
Nan		10									
	and on behalf of M,		at Impartar	١							
lival	ame of the manufac	iorei/blie	ci imponer	)							

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.

#### S.No. **TECHNICAL SPECIFICATION**

#### 1. ADVANCE 4TH GENERATION PHACO MACHINE

- 1. Phaco power 0-100% (longitudinal & torsional technology)
- 2. Phaco Vacuum Level: 0-700mmHg (Vacuum pressure sensor)
- 3. Pump Flow Rate 10 to 60 cc per min
- 4. Ultrasound delivery should be available in continuous, micro pulse and burst mode without generating significant heat.
- 5. For effective cold phaco it should have software for adjustable duty cycle.
- 6. Advanced fluidics with sensor system for vacuum and irrigation (preferablyactive fluids)
- 7. Digital pulse pump with vertically designed fluitics panel, vacuum senstitive proportional fluid venting.
- 8. IA vacuum level 0-500mm Hg. Pump Flow rate 10-40cc/min.
- 9. Flat panel color display screen 13-21 inches.
- 10. Computer microprocessors Intel chipset for medical applications.
- 11. Simple to service and upgrade, customized surgeons programs, programmable power pole with automatic programmed adjustment of bottle height during each procedurals phase.
- 12. Advanced technology multifunctional foot switch.
- 13. Ant Vitrectomy attachment should be available more than 2500 cuts/minute.

#### 2. OPHTHAMIC OPERATING MICROSCOPE

- 1. Compact microscope body with high quality apochromatic Optics with 1:6 zoom ratio, Retina Protection Device and contrast enhancement aperture.
- 2. Inclinable 180 Deg: Binocular tube with 12.5 x magnification eye pieces
- 3. Objective with 200mm focal length for convenient working distance
- 4. +2 Deg. Retro illuminations with continuous fading mechanism of co-axial illumination from 2 Deg. To 2+6 Deg.
- 5. Integrated slit illumination system with horizontal and vertical moving facility.
- 6. Integrated Depth of Focus mechanism for improved depth of foqcus.
- 7. Motorized foot controlled Zoom and focus with recentring of focussing position thru foot control.
- 8. High quality programmable floor stand with magnetic breaks and clutches for easy positioning through handles and suspension arm.
- 9. Stand should have programming facility for setting the speed of XY, Zoom and focus with storage facility of initial setting for multiple users.
- 10. Stand should have cold light fiber Optic illumination with two illumination bulb with semi automatic changeover facility.
- 11.Independent integrated binocular assistant microscope with 5 step magnification changer and focussing.
- 12.3CCD Digital camera attachment and digital video recording facility with imported high quality video trolley with isolating (transformer)

## 3. OPTICAL COHERENCE TOMOGRAPHY

1. Tomography imaging

Purpose Cross Sectional imaging of Fundus

Signal Type Optical Scattering from Tissue

Signal Source Super luminescent Diode. 820 nm

Optical Power 750 Microwatts at Cornea

Axial Resolution:5Micrometer (In tissue)

Transverse resolutions:15 micrometer.

Sample Size 20 mm in tissue

Scanners Galvanometric Mirrors

Scan Patterns Line, Circle, Concentric Rings, Radica Lines

Scan Pixels Adjustable from (1024 axial x 128 transversel to (1024 axial x 768 transverse)

Longitudinal(Depth) Range 2 mm in tissue

Scan Rate:25000 or more scans per second

Normative Database RNFL (Retinal Nerve Fiber Layer) and macular thickness.

2. Purpose: Fundus Alignment, Documentation

Signal Type-CCD image

Field of view-290 x 230

Viewing Method-Flat Panel Display

Illumination -Near IR/Red-Free

Internal Fixation – 32x16 LED Dot Matrix

External Fixation - Slit Lamp Type Adjustable Blinking LED

Minimum Pupil Diameter-3.2 mm

Power Consumption -700VA

**Footprint** 

120 x 85cm-48inches x 34inches

 PC workstation with Core 2 Duo CPU with inkjet printer (colour) 80GB HDD, DVD Read/Write, Image capture card and software loaded for digitisation of images, 1GB RAM and interfaces to RVG

#### 4. Nd YAG LASER

- 1. Laser wavelength 1064nm,
- 2. Structure Mode: super Gaussian for highly precise beam profile.
- 3. Optical breakdown 2.5 M or less in air
- 4. Pulse duration <4ns
- 5. Max.Laser energy 10ml (single Pulse),23ml double pulse
- 6. And 34ml (Triple pulse)
- 7. Minimum Energy 0.3 Ml 10ml (Single Pulse)
- 8. Energy Levels-22 stens
- 9. Aiming beam Laser diode with 670 wave length. It should be with four point aiming beam system for
- 10. Prefect focusing / targeting with astigmatic disorders.
- 11. Aiming beam focus offset\*/-150um posterior & anterior focus shift.
- 12. Remote laser control unit so that laser parameters can be changed by assistant for easy use. It should not be
- 13. Integrated/mounted on the slit lamp

## 5. USG A&B SCAN

A-Scan Mode

B-Scan mode:(a)25 Frames per second image acquisition rate

- (b) adjustable gain 27-90db
- (c) axial resolution: 50 microns
- (d) lateral resolution 100 mcirons
- (e) scanning angle: 52 degrees
- (f) image depth: 45 mm Dynamic movie archiving

Laser & video CD recording facility

Auto & manual measure function

Distance & area measurement on B-scan images

Vector A-scan with vector A-scan

A-scan dynamic recording with gain adjustments

Facility for IOL power calculations(all formulas)

#### 6. **DIGITAL FUNDUS CAMERA**

- 1. Field angles 30-60 DEGREES
- 2. Image capture (Color, Fluorescein Angiography, green, blue and red) \*Image Capture with Undilated Pupil.
- 3. Capture 1 chip sensor color 1 chip sensor black & white
- 4. Monitor 15 inches LCD for direct display
- 5. Fixation Light internal and External fixation light both
- 6. Exposure interval 0.5 1 sec
- 7. Facility for Data storage, date transfer, image archiving, image analysis
- 8. Instrument table Asymmetrical motorized suitable for patients in wheel chair
- 9. Supporting latest computer hardware & software

#### 7. **INDIRECT OPHTHALMOSCOPE**

- Binocular indirect Ophthalmoscope with precision viewing upto 1.0 mm pupil size.
- Spot size:3 integrated spot size small spot, medium spot and large spot.
- Filters:4 integrated filters to choose from red filters, cobalt blue filter, yellow filter and diffuser.
- Vertical adjustment, +/-4+
- Integrated flip up adjustment optics which can be flipped and locked at 0+,12.5+, 47.5+,60+
- Aperture and filter adjustment levers: can be locked to the desired position required
- Locking apertures and filter adjustment (Safety clutch): protect mechanism from the forced adjustment while in the lock position.
- P.D. Range from 46-74 mm.
- 6V Halogen Xenon Bulb.
- Teaching Mirror.
- Rechargeable Li-ion battery transformer with LED indicator
- Desk Top- cum-Wall Transformer.
- Transformer compatible with voltage system of AC 220-240 Volts.
- Carrying case
- +200 lens.

#### 8. **DIRECT OPHTHALMOSCOPE**

- 1. Should be rechargeable battery with Charge / mains operated
- 2. Should have halogen /LED light source
- 3. Should have red-free filters
- 4. Should have small and large spot sizes, fixation targets, slit aperture, hemispot and cobalt filter
- 5. Should have wheel control with lens powers ranging from +200 to -350D in single dioptre steps up to 10D and 5D steps above that.
- 6. Should have illuminated lens dial.

- 7. Should have rubber brow rest.
- 8. Should have dust free optics and a spherical optical system
- 9. Should be supplied with a carrying case.
- 10.If halogen lamp is used, then the following additional accessories should be supplied
- a. Bulb 1 no
- b. Bulb holder
- c. Bulb cover

#### 9. STREAK RETINOSCOPE

- 1. Should have a external focusing sleeve which in easy to grip and manipulate
- 2. Should have crossed -linear polarizing filter.
- 3. Should allow one-hand operation for streak focus and 360° streak rotation.
- 4. Should be interchangeable to plane mirror and concave mirror mode by sleeve movement.
- 5. Should use halogen/Xenon streak lamp.
- 6. Should have 100% dust proof housing and multi-coated optics.
- 7. Should have detachable brow rest for spectacle wearer.
- 8. Should be battery/rechargeable battery operated.
- 9. Should have a carrying case.
- 10. Should be supplied with allied accessories.

#### 10. Ophthalmic Refraction Unit

- 1. One fully uphoistered comfortable ophthalmic chair with facility of full motorized recline and up & down movements for 300 mm ±15 mm
- 2. One stand and console with illuminating light for examination.
- 3. The strand should have adequate space for placing keratomter or autorefractometer, NCT, Lensometer, Direct Ophthalmoscope and streak retinoscope, Chart projector & Trail lens set.

#### 11. SURGICAL SETS

- 1. CATARACT SET (TITANIUM & STEEL)
- 2. GLAUCOMA SETS
- 3. DCR SETS
- 4. ENTROPION SET
- 5. ENUCLEATION SET
- 6. EVISCERATION SET
- 7. SQUINT SET

## 12.AUTOREFRECTOMETER AND KERATOMETER

#### Refractometry

Vertex Distance (VD) 0.0,12.0,13.5,15.0 mm

Sphere Power (SPH) -25.00 -+22.00 D (at the vertex distance of 12 mm)

(Increments selectable between 0.12 and 0.25 D)

Cylinder Power (CYL)  $0.00 - \pm 10.00 D$ 

(Increments Selectable between 0.12 and 0.25 D)

Axis (AX) 1-180 (Increments: 1)

Cylinder Form -,+,MIX
Pupil Distance (PD) 10 – 88 mm
Minimum Pupil Diameter Ø 2.0 mm

**Keratometry** 

Radius of Curvature 5.0 – 10.2 mm (increments: 0.01 mm)

Corneal Power 33.00 – 67.50 D (when cornea equivalent refractive index is

1.3375) (increments selectable from 0.05, 0.12, 0.25 D)

Corneal astigmatism 0.00 - -15.00 D (Increments selectable for 0.05, 0.12, 0.25

D

Axis 1 - 180° (Increments: 1)

Corneal Diameter 2.0 – 14.0 mm (Increments: 0.1 mm)

Memory of Data 10 measured value of each right and left eye
Internal Printer Thermal line printer with Auto – Cutter function

Monitor 5.7-inch TFT LCD monitor

**ENVIRONMENTAL REQUIREMENTS** 

Operation Temperature: +10 to +40°C

Humidity: 30 to 85% RG

Atmospheric pressure: 70 to 106 kPa

Storage and Transportation Temperature: -10 to +55°C

Humidity: 10 to 95% RH

Atmospheric pressure:50 to 106 kPa

Power Supply AC 100-240V, 50/60Hz

Power Consumption 40 – 60 VA

Size Approximately 260 (W) x 500 (D) x 450 (H) mm

Weight Approximately 20 Kg.

#### 13.. NON -HYDRIATIC FUNDUS CORNEA

Type Digital non-mydriatic retinal camera
Type of photography Color, digital red-free, anterior eye image

Image format JPEG,PNG, DICOM (Optional)

Field of view 45 degrees
Minimum Pupil size 4.0 mm
Working distance 25 mm

Focus adjustment range -15D to + 10D (without compensation lens)

-30D to +10D or +30D (with compensation lens)

Flash intensity 10 levels, can be set manually

Light source Observation light source: Infrared LED

Flash light source: White LED

Auto exposure Yes
Image 12MP

Eye fixation Internal ten points

Alignment Fully automatic 3D tracking

Chinrest Motorized

Networking capability Yes

Interface USB2.0, Ethernet, HDMI

Power supply AC 100V to 240V, 50/60Hz, auto selectedq

Operating Environment Temperature: 10°C to 35°C

Humidity: 30% to 90% (no condensation)

Dimensions (WxDxH) 282 mm x 485 mm x 492 mm

Weight 17 g

14. Non -Contact Tonometer:

Intraocular Pressure(IOP) 1 mm Hg - 60 mm Hg / 0.1kPa - 8.0kPa

Measurement Range

Measurement Resolution 1mm Hg/0.1 kPa

Working Distance 11mm

Target Fixation Light; Green (Blinking/Non-Blinking selectable)

Start-up Method Manual, Automatic

IOP Correction Function With a corneal thickness input function

Monitor 5.7 inch color LCD monitor

Printer Thermal line printer

Power voltage AC 100 – 240 V, 50/60Hz Power

60VA Power

consumption Power Saving OFF, 3,5,10 min. (selectable)

Function Data Output R2-232C interface

Size Weight Approx. 13 kg

> Dimensions 240 mm (W) x 422mm(D) x

430mm(H)

Movement Range Forward - Backward: ±22mm The Measurement Unit

Right – Left: ±43 mm Up – Down: ±17 mm Up – Down: ±30mm

Movement Range of The Chain Rest

Movement Range of LCD Swivel: left 30° Vertical Tilt: up

40°

#### **Standard Accessories**

Measuring Nozzle Cap

- Printer Roll Paper
- Chain Rest Paper
- Chain Rest Pin
- Spare Fuse
- **Dust Cover**

## 15.APPLANATION TONOMETER

UMD	NS name	Ophthalmic Tono meters, Applanation			
		GENERAL			
	1.USE				
1.1	Clinical purpose	Ophthalmic tono meters designed to determine intraocular pressure by measuring the force required to flatten the cornea apex by a fixed amount. These instruments are typically small and reusable instruments and are attached to a slit lamp; the tono meter includes a tip to be applied to the cornea and a manually controlled spring that applies a variable force on the cornea through the tip.			
1.2	Used by clinical department/ward	Ophthalmology Department			
	· · · ·	TECHNICAL			
	2.TECHNICAL CHA	ARACTERISTICS			
2.1	Technical characteristics (specific to this type of device	<ol> <li>Range of Measurement 0-80 mmHg</li> <li>Movement of Light Circle 1.53 x 2 = 3.06mm</li> <li>Prism Diameter 7mm</li> <li>Prism Range of Movement 3mm</li> <li>Should be compatible with all models of slit lamps</li> </ol>			
2.2	User's interface	Manual			
	Software and/ or standard of communication(where ever required	In built			
	3.PHYSICAL CHAR	RACTERITICS			
3.1	Dimensions(metric)	NA			
3.2	Weight (lbs, kg)	NA			

3.3	Noise (in dBA)	Noise Free System
3.4	Heat dissipation	Should maintain nominal temperature and the heat should disbursed through a cooling mechanism.
3.5	Mobility, portability	Portable
	4. ENERGY SOURC	E (electricity, UPS, solar, gas, water, CO2)
4.1	Power requirements	Electrical Requirement : 200-230 VAC 50/60 Hz single phase
4.2	Battery operated	No
4.3	Protection	NA
4.4	Power consumption	To be specified by service provider
	5. ACCESSORIE	S, SPARE PARTS, CONSUMABLES
5.1	Accessories, (mandatory, standard, optional); Spare parts (main ones); Consumables/reagents (open, closed system)	<ol> <li>Calibration Bar,</li> <li>Prism</li> <li>Tonometer Mount base to fix with optics.</li> </ol>
	BIDDING/PRO	CUREMENT TERMS/DONATION REQUIREMENTS
	6. ENVIRONMENTA	AL AND DEPARTMENTAL CONSIDERATIONS
6.1	Atmosphere/Ambiance (air conditioning, humidity, dust)	<ol> <li>Operating Condition: Capable of operating continuously in ambient temperature of 5 to 40 deg C and relative humidity of 15 to 80% in ideal circumstances.</li> <li>Storage condition: Capable of being stored continuously in ambient temperature of 0 to 40 deg C and relative humidity of 15 to 90%</li> </ol>
6.2	User's care, Cleaning, Disinfection & Sterility issues	Sterilization not required.
	7. STANDARDS AN	D SAFETY
7.1	Certificates (pre-market, sanitary,); Performance and safety standards (specific to the device type); Local and/or international	1. Should be US FDA/CE/BIS/CDSCO/approved (USFDA/CE requirements will be applicable only when the Indian standards like BIS/CDSCO / is not available.) 2. Manufacturer should have ISO 13485 certification for quality standards
	8. TRAINING AND	
8.1	Pre- installation requirements: nature, values, quality, tolerance	Availability of 5 Amp/15 Amp. Electrical Socket.
8.2	Requirements for signoff	<ol> <li>Supplier to perform installation, safety and operation checks before handover.</li> <li>Local clinical staff to affirm completion of installation.</li> </ol>
8.3	Training of staff (medical, paramedical, technicians)	<ol> <li>Training of users in operation and basic maintenance shall be provided.</li> <li>Advanced maintenance tasks required shall be documented.</li> </ol>
	9. WARRANTY AI	ND MAINTENANCE
9.1	Warranty	3 years, including for all spares and calibration work.
	10. DOC	UMENTATION
10.1	Operating manuals, set manuals, other manuals	Should provide 2 sets(hard copy and soft copy) of: 1. User, technical and maintenance manuals should
	<del></del>	

		be supplied in English/Hindi/Regional language along with machine diagrams;  2. List of equipment and procedures required for local calibration and routine maintenance;  3. Service and operation manuals(original and Copy) to be provided;  4. Advanced maintenance tasks documentation;  5. Certificate of calibration and inspection,  6. Satisfactory certificate for any existing installation from government hospital.	
10.2	Other accompanying documents	List of essential spares and 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 manufacturer.	
11.2	Recommendations or warnings	Any warning sign would be adequately displayed	

#### 16. KERATO METER - MANUAL

UMDNS NAME

Ophthalmometers

#### **GENERAL**

#### 1. USE

1.1 Clinical purpose

Ophthalmic measuring instruments designed for objectively determining the curvature of the anterior corneal surface and the refraction of the eye (e.g., diopter, cylinder axis) by projecting illuminated images onto the patient's cornea. The instruments usually consist of light sources, a pair of objects to be projected onto the cornea, a telescope with prisms and lenses for reflecting and observing images, a device for adjusting the positions of the reflected images, and the software appropriate to calculate the corneal curvature and the refractive power. Ophthalmometers are used mainly for pre assessment for refractive corneal surgery and for contact lens fitting.

1.2 Used by clinical department/ward

Ophthalmology Department

#### TECHNICAL

#### 1. TECHNICAL CHARACTERISTICS

2.1 Technical characteristics (specific to this type of device

- 1. Should have (15x / 10x) eye piece.
- 2. Should measure corneal refractive power measuring range from 36 to 52 D in steps of 0.25D steps.
- 3. Should measure corneal radius of curvature measuring range from 6.5 to 9.4 mm in steps of 0.05mm. 4. Should have high accuracy of measurements. 5. Should have dust cover and spare bulb.
- 4. Should have high accuracy of measurements.
- 5. Should have dust cover and spare bulb.
- 6. Should be supplied with motorized table.
- 7. Should have well illuminated circular mires with + sign.

2.3 Software and/ or standard of communication(where ever required Inbuilt  3. PHYSICAL CHARACTERISTICS  3.1 Dimensions(metric) NA  3.2 Weight (Ibs, kg) NA  3.3 Noise (in dBA) NA  3.4 Heat dissipation NA  3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase A.2 Battery operated No  4.3 Protection NA  4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones); Consumables/reagents
standard of communication(where ever required Inbuilt  3. PHYSICAL CHARACTERISTICS  3.1 Dimensions(metric) NA 3.2 Weight (Ibs, kg) NA 3.3 Noise (in dBA) NA 3.4 Heat dissipation NA 3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement : 200-230 VAC 50/60 Hz single phase 4.2 Battery operated No 4.3 Protection NA 4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
s. PHYSICAL CHARACTERISTICS  3.1 Dimensions(metric) NA 3.2 Weight (Ibs, kg) NA 3.3 Noise (in dBA) NA 3.4 Heat dissipation NA 3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase 4.2 Battery operated No 4.3 Protection NA 4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
s. PHYSICAL CHARACTERISTICS  3.1 Dimensions(metric) NA 3.2 Weight (Ibs, kg) NA 3.3 Noise (in dBA) NA 3.4 Heat dissipation NA 3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase 4.2 Battery operated No 4.3 Protection NA 4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
3.1 Dimensions(metric) NA 3.2 Weight (Ibs, kg) NA 3.3 Noise (in dBA) NA 3.4 Heat dissipation NA 3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2) 4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase No 4.2 Battery operated No 4.3 Protection NA 4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
3.2 Weight (Ibs, kg) NA 3.3 Noise (in dBA) NA 3.4 Heat dissipation NA 3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement : 200-230 VAC 50/60 Hz single phase No 4.2 Battery operated No 4.3 Protection NA 4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
3.3 Noise (in dBA) NA 3.4 Heat dissipation NA 3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, C02)  4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase 4.2 Battery operated No 4.3 Protection NA 4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
3.4 Heat dissipation NA 3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase 4.2 Battery operated No  4.3 Protection NA  4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
3.5 Mobility, portability NA  4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase 1.2 Battery operated No  4.2 Battery operated No  4.3 Protection NA  4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
4.ENERGY SOURCE (electricity, UPS solar, gas, water, CO2)  4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase   4.2 Battery operated No  4.3 Protection NA  4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories,
4.1 Power requirements Electrical Requirement: 200-230 VAC 50/60 Hz single phase 4.2 Battery operated No 4.3 Protection NA 4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
4.2 Battery operated No  4.3 Protection NA  4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
4.3 Protection NA  4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
4.4 Power consumption To be specified by service provider  5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
5. ACCESSORIES, SPARE PARTS, CONSUMABLES  5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
5.1 Accessories, (mandatory, standard, optional); Spare parts (main ones);  1. Lamp (12v 10w): 5 No 2. Calibrating Device – 1 No
(mandatory, standard, optional); Spare parts (main ones);  2. Calibrating Device – 1 No
optional); Spare parts (main ones);
(main ones);
Consumables/reagents
(open, closed system)
BIDDING/PROCUREMENT TERMS/DONATION REQUIREMENTS
6. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS
6.1 Atmosphere/Ambience 1. Operating Condition: Capable of operating continuously in
(air conditioning, ambient temperature of 5 to 40 deg C and relative humidity of humidity, dust)  15 to 80% in ideal circumstances.
humidity, dust) 15 to 80% in ideal circumstances. 2. Storage condition: Capable of being stored continuously in
ambient temperature of 0 to 40 deg C and relative humidity of
15 to 90%
6.2 User's care, Cleaning, Sterilization not required.
Disinfection & Sterility
issues
7. STANDARDS AND SAFETY
7.1 Certificates (pre- 1. Should be US FDA/CE/BIS/CDSCO approved (USFDA/CI
market, sanitary,); requirements will be applicable only when the Indian
Performance and safety standards like BIS/CDSCO are not available.)
standards (specific to 2. Manufacturer should have ISO 13485 certification for
the device type); Local quality standards.
and/or international
8. TRAINING AND INSTALLATION
8.1 Pre- installation Availability of 5 Amp/15 Amp. Electrical Socket
requirements: nature,
values, quality,
tolerance
8.2 Requirements for sign- Supplier to perform installation, safety and operation checks
off before handover.

		Local clinical staff to affirm completion of installation.
8.3	Training of staff	Training of users in operation and basic maintenance shall be
	(medical, paramedical,	provided.
	technicians)	Advanced maintenance tasks required shall be documented.
	9.	WARRANTY AND MAINTENANCE
9.1	Warranty	3 years, including for all spares and calibration work.
	1	10. DOCUMENTATION
10.1	Operating manuals, set	Should provide 2 sets(hard copy and soft copy) of:
	manuals, set manuals,	1. User, technical and maintenance manuals should be
	other manuals	supplied in English/Hindi/Regional language along with
		machine diagrams;
		2. List of equipment and procedures required for local
		calibration and routine maintenance;
		3. Service and operation manuals(original and Copy) to be
		provided;
		4. Advanced maintenance tasks documentation;
		5. Certificate of calibration and inspection,
		6. Satisfactory certificate for any existing installation from
		government hospital.
10.2	Other accompanying	List of essential spares and accessories, with their part
	documents	number and cost;
		11. Notes
11.1	Service Support	Contact details of manufacturer, supplier and local service
	Contact details	agent to be provided; Any Contract(AMC/CMC/add-hoc) to be
	(Hierarchy Wise;	declared by the manufacturer.
	including a toll	
	free/landline number)	
11.2	Recommendations or	Any warning sign would be adequately displayed.
	warnings	
	· ·	•

## 17.OPHTHALMIC LASERS - PHOTO DISRUPTING (Q-SWITCHED ND:YAG) GENERAL

### 1. USE

1.1	Clinical purpose	Neodymium-doped yttrium-aluminum-garnet (Nd:YAG) lasers,	
		usually Q-switched, used to cause a photo disruptive effect in the	
		eye (e.g., posterior capsulotomy), forming a plasma and generating	
		immense localized mechanical shock waves (micro explosions) that,	
		when highly focused, can destroy tissue. These lasers have built-in	
		slit-lamp bio microscopes or are coupled to a slit-lamp or indirect	
		ophthalmoscope by fixed mirrors.	
1.2	Used by clinical	Ophthalmology Department	
	department/ward		
	TECHNICAL		
	2. TECHNICAL CHARACTERISTICS		
2.1	Technical	1. BEAM CHARACTERISTICS:	
	characteristics (specific	i. Operating mode: Q-switched	
	to this type of device)	ii. Mode structure: Fundamental	
		iii. Energy range: Single pulse, 0.3-10mJ	

- iv. Pulse width shall be 4 n sec
- v. Burst shall be 1-3 pulses /burst
- vi. Repetition rate
  - a. single pulse shall be 1-2 Hz
  - b. Burst shall be Hz.
- vii. Spot size shall be 10 μm
- viii. Cone angle shall be 16 deg

#### 2. AIMING BEAM:

- i. Type: Dual Laser
- ii. It should have variable intensity

#### 3. COMPATIBLE SLIT LAMP

- i. Magnification shall be ≤25x
- ii. Working distance shall be 100 mm

#### 4. DISPLAYS/CONTROLS

- i. Selected energy is required
- ii. Shot selection is required
- iii. Power output is required
- iv. Shot counter is required
- 5. Calibration method shall be automatic.

#### 6. COOLING REQUIREMENTS: Air

2.2 User's interface
2.3 Software and/ or standard of
Manual As Applicable

communication(where ever required

#### 3. PHYSICAL CHARACTERISTICS

3.1 | 1 Dimensions(metric) | NA3.2 | Weight (lbs, kg | NA

3.3 Noise (in dBA) Noise-free system

3.4 Heat dissipation Should maintain temp and the heat should be disbursed through a cooling mechanism

3.5 Mobility, portability Stationary.

#### 4. ENERGY SOURCE (electricity, UPS, solar, gas, water, CO2 ....)

4.1 Power requirements
 4.2 Battery operated
 4.3 Protection
 4.4 Power consumption
 Electrical Requirement: 200-230 VAC 50/60 Hz single phase
 Online UPS shall be Provided
 Stabilizer to be provided
 To be specified by vendor.

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

Contact lens 5.1 Accessories, i. (mandatory, standard, ii. TV, 35 mm adapter optional); Spare parts iii. Head restraint (main ones); iv. Tonometer Consumables/reagents ٧. Dust covers- 1 (open, closed system) vi. Allen Key - 1 set Spare bulb - 2 Nos vii.

s

#### 6. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS

6.1 Atmosphere/Ambience 1. Operating Condition: Capable of operating continuously in ambient temperature of 5 to 40 deg C and relative humidity

6.2	humidity, dust)  User's care, Cleaning, Disinfection & Sterility issues	of 15 to 80% in ideal circumstances.  2. 2. Storage condition: Capable of being stored continuously in ambient temperature of 0 to 40 deg C and relative humidity of 15 to 90%.  Sterilization not required.
		7. STANDARDS AND SAFETY
7.1	Certificates (pre- market, sanitary,); Performance and safety standards (specific to the device type); Local and/or international.	<ol> <li>Should be US FDA/CE/BIS/CDSCO approved (USFDA/CE requirements will be applicable only when the Indian standards like BIS/CDSCO are not available.)</li> <li>Manufacturer should have ISO 13485 certification for quality standards.</li> <li>Electrical safety conforms to the standards for electrical safety IEC 60601-1-General requirements (or equivalent BIS Standard).</li> <li>TRAINING AND INSTALLATION</li> </ol>
8.1	Pre- installation	Availability of 5 Amp/15 Amp. Electrical Socket.
0.1	requirements: nature, values, quality, tolerance	Tivalidating of a rampy to ramp. Electrical societi.
8.2	2 Requirements for sign-off	Supplier to perform installation, safety and operation checks before handover.  Local clinical staff to affirm completion of installation.
8.3	Training of staff (medical, paramedical, technicians)	Training of users in operation and basic maintenanc shall be provided. Advanced maintenance tasks required shall be documented.  9. WARRANTY AND MAINTENANCE
9.1	Warranty	3 years, including all spares and caliberation.
		10. DOCUMENTATION
10.1	Operating manuals, set manuals, other manuals	Should provide 2 sets(hard copy and soft copy) of:  1. User, technical and maintenance manuals should be supplied in english/Hindi language along with machine diagrams;  2. List of equipment and procedures required for local
		<ul> <li>calibration and routine maintenance;</li> <li>3. Service and operation manuals(original and Copy) to be provided;</li> <li>4. Advanced maintenance tasks documntation;</li> <li>5. Certificate of calibration and inspection,</li> </ul>
		6. Satisfactory certificate for any existing installation from government hospial.
10.2	Other accompanying documents	List of essential spares and accessories, with their part number and cost;

## 11. Notes

11.1 Service Support
Contact details
(Hierarchy Wise;
including a toll

Contact details of manufacturer, supplier and local service agent to be provided;
Any Contract(AMC/CMC/add-hoc) to be declared by the manufacturer.

Any warning sign would be adequately displayed

#### 18.PHACOMACHINE

#### UMDNS name

## 1.1 | Clinical purpose

## 1.2 Used by clinical department/ward

# 2.1 Technical characteristics (specific to this type of device)

#### NAME, CATEGORY AND CODING

Phaco emulsification Units, Cataract Extraction

#### **GENERAL**

#### 1. USE

Ophthalmic surgery units designed for removal of cataractous lenses by the insertion of a probe that cuts and emulsifies the lenses using ultrasonic waves (phacoemulsification). These units consist of a hollow probe (i.e., a phaco probe) that includes an irrigation sleeve, an oscillating tip that converts electric energy into ultrasonic waves, and a channel for aspiration of lens fragments; the units also include a vacuum pump and controls for the output levels, irrigation rate, and mode of operation. Phacoemulsification units are used in ophthalmic offices for cataract extraction surgery.

Ophthalmology Department

#### **TECHNICAL**

#### 2. TECHNICAL CHARACTERISTICS

- 1. OPERATIONAL MODES:
  - i. System should have following operation modes: Irrigation, Ultrasound, Irrigation/Aspiration (I/A) system, Diathermy and Vitrectomy.
- 2. ULTRA SOUND SYSTEM:
  - i. Hand Piece type: Piezoelectric, made up of Titanium.
  - ii. Frequency: 25-80 kHz.
  - iii. It should be autoclavable.
- 3. IRRIGATION/ASPIRATION (I/A)SYSTEM:
  - i. System should have dual pump (Peristaltic and Venturi) user can switch between the two pumps during surgery with Max. Vacuum (peristaltic: 500 mmHg) with 1 mmHg pump increment.
  - ii. Reflux method: Gravity / Pump reversal
  - iii. Tubing shall be re usable.
  - iv. I/A Hand pieces shall be autoclavable with port diameter of 0.2-0.5 mm.
  - v. Collection container size shall be 1-60 cc.
- 4. ANTERIOR VITRECTOMY:
  - i. Guillotine type hand piece with variable speed shall be preferred.
  - ii. Hand piece shall be re usable and autoclavable.
  - iii. Control Panel or linear cut rate control by foot pedal.

#### Manual

As Applicable.

2.2 User's interface2.3 Software and/ or

	standard of	
	communication(where	
	ever required	
		3. PHYSICAL CHARACTERISTICS
3.1	Dimensions(metric)	NA
3.2	Weight (lbs, kg)	NA
3.3	Noise (in dBA)	Noise Free System
3.4	Heat dissipation	Should maintain nominal temperature and the heat should
		disbursed through a cooling mechanism
3.5	Mobility, portability	Portable
		SOURCE (electricity, UPS, solar, gas, water, CO2)
4.1	Power requirements	Electrical Requirement : 200-230 VAC 50/60 Hz.
4.2	Battery operated	An UPS with 30 minutes back up shall be provided.
4.3	Protection	Stabilizer to be provided.
4.4	Power consumption	T be specified by service provider
		CCESSORIES, SPARE PARTS, CONSUMABLES
5.1	Accessories,	1. Phaco hand piece – 1no
	(mandatory, standard,	2. Phaco tips -4 nos
	optional); Spare parts	3. Anterior vitrectomy packs including cutters and other
	(main ones);	disposables – 25 nos
	Consumables/reagents	4. Cassettes and disposables – 12 nos.
	(open, closed system)	
BIDDING/PROCUREMENT TERMS/DONATION REQUIREMENTS		
<i>C</i> 1		DIMENTAL AND DEPARTMENTAL CONSIDERATIONS
6.1	Atmosphere/Ambience	1. Operating Condition: Capable of operating continuously in
	(air conditioning,	ambient temperature of 5 to 40 deg C and relative humidity of 15
	humidity, dust)	to 80% in ideal circumstances.
		2. Storage condition: Capable of being stored continuously in ambient temperature of 0 to 40 deg C and relative humidity of 15
		to 90%
6.2	User's care, Cleaning,	Sterilization is required for hand piece, tips and forceps.
0.2	Disinfection & Sterility	Sterilization is required for hand piece, tips and forceps.  Sterilization is required for hand piece, tips and forceps.
	issues	Sternization is required for mand piece, tips and forceps.
	188468	7. STANDARDS AND SAFETY
7.1	Certificates (pre-	1. Should be US FDA/CE/BIS/CDSCO approved (USFDA/CE
7.1	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	3. Electrical safety conforms to the standards for electrical safety
	international	IEC 60601-1-General requirements (or equivalent BIS Standard).
		8. TRAINING AND INSTALLATION
8.1	Pre- installation	Availability of 5 Amp/15 Amp. Electrical Socket
	requirements: nature,	
	values, quality,	
	tolerance	
8.2	Requirements for sign-	Supplier to perform installation, safety and operation checks before
	off	handover. Local clinical staff to affirm completion of installation.
8.3	Training of staff	Training of users in operation and basic maintenance shall be

	(medical, paramedical,	provided. Advanced maintenance tasks required shall be	
	technicians)	documented.	
		9. WARRANTY AND MAINTENANCE	
9.1	Warranty	05 years, including for all spares and calibration work.	
		10. DOCUMENTATION	
10.1	Operating manuals,	Should provide 2 sets(hard copy and soft copy) of:	
	set manuals, other	1. User, technical and maintenance manuals should be supplied	
	manuals	in English/Hindi/Regional language along with machine diagrams;	
		2. List of equipment and procedures required for local calibration	
		and routine maintenance;	
		3. Service and operation manuals(original and Copy) to be	
		provided;	
		4. Advanced maintenance tasks documentation;	
		5. Certificate of calibration and inspection, 6. Satisfactory	
		certificate for any existing installation from government hospital.	
10.2	Other accompanying	List of essential spares and accessories, with their part number	
	documents	and cost;	
	11. Notes		
11.1	Service Support	Contact details of manufacturer, supplier and local service agent to	
	Contact details	be provided;	
	(Hierarchy Wise;	Any Contract(AMC/CMC/add-hoc) to be declared by the	
	including a toll	manufacturer.	
	free/landline number)		
11.2	2 Recommendations or	Any warning sign would be adequately displayed.	
	warnings		

#### 1. RETINOSCOPE

NAME, CATEGORY AND CODING UMDNS name Retinoscopes **GENERAL** 1. USE 1.1 Clinical purpose Retinoscopy is a technique to obtain an objective measurement of the refractive error of a patient's eyes. The examiner uses a retinoscope to shine light into the patient's eye and observes the reflection (reflex) of the patient's retina. 1.2 Used by clinical Ophthalmology Department department/ward **TECHNICAL** 2. TECHNICAL CHARACTERISTICS 2.1 Technical characteristics 1. Available with LED light source. (specific to this type of 2. Should be interchangeable to plane mirror and concave device) mirror mode by sleeve movement 3. Should have an external focusing sleeve which is easy to grip.

4. Should have crossed-linear polarizing filter.

5. Should allow one-hand operation for streak focus.

		<ul><li>6. Available with 360° streak rotation.</li><li>7. Should have 100% dust proof housing and multi-coated</li></ul>	
		optics.	
0.0			
2.2 2.3	User's interface	Manual In built	
2.3	Software and/ or standard of	in built	
	communication(where		
	ever required		
0.1	3. PHYSICAL CHARAC		
3.1	Dimensions(metric)	NA	
3.2	Weight (lbs, kg)	NA TO TO	
3.3	Noise (in dBA)	<50 dB	
3.4	Heat dissipation	NA.	
3.5	Mobility, portability	Supplied in protective case for clean storage and safe transport.	
	4. ENERGY SOURCE (electricity, UPS, solar, gas, water, CO2)		
4.1	Power requirements	Should operate from 200 to 240Vac, 50 Hz input supply.	
4.2	Battery operated	Yes, Should be rechargeable battery with Charger.	
4.3	Protection	Yes	
4.4	Power consumption	Power consumption	
	5. ACCESSORIES, SPA	ARE PARTS, CONSUMABLES	
5.1	Accessories,	1. Should have a carrying case.	
	(mandatory, standard, optional);	2. Bulb – 2 nos 3. Rechargeable battery – 1 no	
	Spare parts (main	o. Rechargeaste sattery 1 no	
	ones);		
	Consumables/reagent		
	s (open, closed		
	system)  BIDDING/PROCUREMENT TERMS/DONATION REQUIREMENTS		
	6. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS		
6.1	Atmosphere/Ambianc	1. <b>Operating Condition:</b> Capable of operating continuously in	
	e (air conditioning,	ambient temperature of 5 to 40 deg C and relative humidity	
	humidity, dust)	of 15 to 90% in ideal circumstances.	
6.2	User's care, Cleaning,	<b>1. Disinfection:</b> Parts of the Device that are designed to come	
	Disinfection &	into contact with the patient or the operator should either be	
	Sterility issues	capable of easy disinfection or be protected by a single use/	
		sterile disposable cover.	
		7. STANDARDS AND SAFETY	
7.1	Certificates (pre-	1. Should be US FDA/CE/BIS/CDSCO approved	
	market, sanitary,);	(USFDA/CE requirements will be applicable only when the	
	Performance and	Indian standards like BIS/CDSCO are not available.)	
	safety standards (specific to the device	2. Manufacturer should have ISO 13485 certification for	
	type); Local and/or	quality standards.	
	international	3. Electrical safety conforms to the standards for electrical	

3. Electrical safety conforms to the standards for electrical

international

safety IEC 60601-1-General requirements (or equivalent BIS Standard).

#### 8. TRAINING AND INSTALLATION

8.1 Pre- installation requirements: nature, values, quality, tolerance

NA

8.2 Requirements for sign-off

Supplier to perform installation, safety and operation checks before handover.

Training of users in operation and basic maintenance shall be

8.3 Training of staff (medical, paramedical, technicians)

Warranty

9.1

Local clinical staff to affirm completion of installation

Advanced maintenance tasks required shall be documented.

9. WARRANTY AND MAINTENANCE

3 years, including for all spares and calibration work.

### 10. DOCUMENTATION

10.1 Operating manuals, set manuals, other manuals

Should provide 2 sets(hard copy and soft copy) of:

- 1. User, technical and maintenance manuals should be supplied in English/Hindi/Regional language along with machine diagrams;
- 2. List of equipment and procedures required for local calibration and routine maintenance;
- 3. Service and operation manuals(original and Copy) to be provided;
- 4. Advanced maintenance tasks documentation;
- 5. Certificate of calibration and inspection,
- 6. Satisfactory certificate for any existing installation from government hospital.

10.2 Other accompanying documents

List of essential spares and 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 manufacturer.

11.2 Recommendations or warnings

## SLIT LAMP NAME, CATEGORY AND CODING

UMDNS name

Slit Lamp

#### GENERAL 1. USE

1.1 Clinical purpose

Ophthalmic diagnostic instruments designed for examining the eye (mostly the anterior part of the eye) using an illumination system combined with a binocular microscope. The instruments usually consist of illumination sources with a mechanism that provides a slit beam of light into the eye with different types of illumination (e.g., direct or indirect, focal or diffuse, background illumination), a binocular microscope for viewing the magnified

the microscope and the slit (e.g., slit rotation, slit width); some also have refraction mirrors to direct light to a camera mounted above the microscope. Slit lamps provide a magnified view of eye structures (e.g., eyelid, sclera, iris, crystalline lens and cornea); some instruments can also examine the retina using specific lenses. Slit lamps are used mainly in the diagnosis of eye conditions. 1.2 Used by clinical Ophthalmology Department department/ward **TECHNICAL** 2. TECHNICAL CHARACTERISTICS 1. Should have LED with adjustable and good illumination. 2.1 Technical 2. Should have facility for applanationtono meter if required. characteristics 3. Type of microscope: Binocular (specific to this type of 4. Should have 3 step magnification and total magnification device) is grater than 10x. 5. Should have slit width  $\geq$  0-10 mm, adjustable. 6. Should have slit length  $\geq$  0-10 mm, adjustable. 7. Should have standard filters: Minimum: blue, green (redfree), heat absorption. A broader selection of filters increases the functionality of the slit lamp. 8. Rotation is between 0-180°. 9. Should be supplied with motorized table. 10. Should have a longitudinal movement of at least 90mm 11. Should have a lateral movement of at least 95mm. 12. Should have a vertical movement of at least 30mm. 13. Should have a chin rest vertical movement of at least 55mm. User's interface Manual 2.2 2.3 Software and/or NA standard of communication (where ever required) 3. PHYSICAL CHARACTERISTICS 3.1 Dimensions(metric) NA Weight (lbs, kg) NA 3.2 3.3 Noise (in dBA) <50dB Heat dissipation NA 3.4 Mobility, portability NA 3.5 4. ENERGY SOURCE (electricity, UPS, solar, gas, water, CO2 Should operate from 200 to 240Vac, 50Hz input supply. 4.1 Power requirements Battery operated Should be supplied with suitable online UPS with at least 4.2 half an hour backup. Protection Yes 4.3 To be specified Vendor. 4.4 Power consumption 5. ACCESSORIES, SPARE PARTS, CONSUMABLES Accessories, 1. Focusing Test rod & dust cover; 5.1 (mandatory, standard, 2. Slit lamp dust cover, optional); Spare parts 3. Rack, manual and motorized guard,

slit image, and a control component for adjusting the focus of

(main ones); Consumables/reagents (open, closed system) 4. 90D/70D Lens

## BIDDING/PROCUREMENT TERMS/DONATION REQUIREMENTS 6. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS

- 6.1 Atmosphere/Ambiance (air conditioning, humidity, dust ...)
- **1.Operating Condition:** Capable of operating continuously in ambient temperature of 5 to 40 deg C and relative humidity of 15 to 90% in ideal circumstances.
- 6.2 User's care, Cleaning,
  Disinfection & Sterility
  issues
- **1.Disinfection:** Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/sterile disposable cover.

## 7.1 Certificates (premarket, sanitary,..); Performance and safety standards (specific to

the device type); Local

and/or international

#### 7. STANDARDS AND SAFETY

- 1. Should be US FDA/CE/BIS/CDSCO approved (USFDA/CE requirements will be applicable only when the Indian standards like BIS/CDSCO are not available.)
- 2. Manufacturer should have ISO 13485 certification for quality standards.
- 3. Electrical safety conforms to the standards for electrical safety IEC 60601-1-General requirements (or equivalent BISStandard).

#### **8.TRAINING AND INSTALLATION**

8.1 Pre- installation requirements: nature, values, quality, tolerance

NA

- 8.2 Requirements for sign-
- Supplier to perform installation, safety and operation checks before handover.
- 8.3 Training of staff (medical, paramedical, technicians)
- Local clinical staff to affirm completion of installation. Training of users in 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

Should provide 2 sets (hard copy and soft copy) of:

- 1. User, technical and maintenance manuals should be supplied in English/Hindi/Regional language along wit machine diargrams;
- 2. List of equipment and procedures required for local calibration and routine maintenance;
- 3. Service and operation manuals(original and Copy to be provided;
- 4. Advanced maintenance tasks documentation;
- 5. Certificate of calibration and inspection,
- 6. Satisfactory certificate for any existing installation from government hospital.

10.2 Other accompanying documents

List of essential spares and accessories, with their part number and cost;

#### 11.Notes

11.1 Service support contract details

Contact details of manufacturer, suppier and local service agent to be provided; (Hlerarchy Wise; including a toll free/landline number) 11.2 Recommendations or warnings Any Contract(AMC/CMC/add-hoc) to be declared by the manufacturer.

Any warning sign would be adequately displayed