



NOT TRANSFERABLE

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Jammu Office: Plot No. 9, Transport Nagar, Narwal (J&K)-180006: **Tele:** 0191-2490001; **Telefax:** 0191-2490902

Srinagar Office: 121-Green Avenue, Hyderpora (J&K)-190014: **Telefax:** 0194-2432008
email: enquiryjkmscl@gmail.com; **website:** www.jkmscl.nic.in



**E BID FOR THE SUPPLY AND INSTALLATION OF
MRI SCAN 1.5 TESLA & 128 SLICE CT SCAN ON TURN KEY BASIS
UNDER GROUP : MACHINERY & EQUIPMENT**

(REFERENCE NO: NIT/JKMSCL/MACH/MRI/CT/2015/ 112 DATED 02/12/2015)

LAST DATE OF SUBMISSION OF ONLINE BIDS: 22.01.2016 upto 1600 hrs

Bidding Document for Purchase of 1.5 TESLA MRI SCAN & 128 SLICE CT SCANNER

(Procurement of Goods: Single Stage-Two Bids)

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(To be submitted on letter head of Firm)

Bid Submission Letter

(Declaration Form-Cum -Check List)

Subject: - Regarding Bid submission for **NIT/JKMSCL/MACH/MRI/CT/2015/112 DATED 02.12.2015**

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

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

I/We further declare that the rates offered by us shall remain valid for the period of 12 months and shall reduce the rates, if the rates are reduced by us for any other buyer during this period within Union of India . I/We enclose the following documents as per details given below: -

S. No	Item	Particular (Page No.)
1.	Bid security General Conditions of the Contract (GCC) 3 (through demand draft)	
2.	Technical bid submission sheet (Annexure I)	
3.	Self attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME/Industries department for the production capacity & the quality control measures properly installed at the production unit. GCC 2.6 (ii)	
4.	Self attested photocopy of IEC certificate and permission/authorisation or sale from the foreign principal manufacturer (authorization letter of principal company) GCC 2.6 (iv) /principal manufacture GCC 2.6 (V)	
5.	Copy Of Central Excise Registration GCC 2.6 (iii), <i>if applicable</i> .	
6.	Affidavit on non judicial stamp paper of Rs.10/- (GCC 2.6 (Annexure – IX)	
7.	BIS License with schedule for ISI marked products quoted GCC 2.6 (v)	
8.	Self attested photocopy of ISO & BIS certificate for quoted Items as mentioned in bid GCC 2.6 (vi & vii)	
9.	Average Annual turnover statement for past 3 years certified by chartered accountant GCC 2.6 (viii & ix) (Annexure V)	
10.	Latest Sales Tax clearance certificate/affidavit (up to dated 31.03.15). GCC 2. 6 (x) /Issued by Central Excise Department	
11.	Specify point of supply with full Address. GCC 2.6 (xi)	Full Address
12.	Statement of installed manufacturing capacity, certificate regarding quoted model is of latest technology, certificate regarding rate reasonability, undertaking for availability of spare parts &	

	consumables, undertaking of non- debarring GCC 2.6 (xii) (Annexure-XIV) (on Non Judicial stamp paper of 200/-)	
13.	Statement of plant & machinery etc (Annexure –VII) GCC 2.6 (xiv)	
14	Original bid GCC & SCC (Section VI A & VI B) or A-III uploaded on e- portal	
15.	Statement of past supplies and performance under SCC 11 (Annexure VI)	
16.	Pre – stamp receipt under GCC 3 (ii) (Annexure-VIII)	
17.	Rate contract completion report GCC (Annexure X)	
18.	CMC on Rs. 100/- Non Judicial stamp (Annexure XI)	
19.	CMC/rates in BOQ : To be electronically uploaded on website	
20.	Declaration regarding acceptance of bid terms and conditions. (Annexure XIV)	
21.	Memorandum of appeal (Annexure XIII)	
22.	Declaration by the bidder regarding qualifications (Annexure XIV) uploaded on e- portal	
23.	Declaration of manufacturer/direct Importer (Annexure XV)	
24.	Authorisation from foreign principal manufacturer (Annexure XVI) (applicable in case of direct importer only)	
25	Authorisation of the bidder by the firm (Annexure XVII)	
26.	Corrigendum/modification/clarification to be submitted with bid document	
26.	Pan card along with Income tax return for the assessment year 2015-16	
27.	Financial bid submission sheet (Annexure II)	
28.	Name, photograph & specimen signature of the bidder or designated officer/ person who is authorized by the firm to bid and make correspondence with the JKMSCL. <i>Also attach photo ID.</i>	Name Signature..... Full address..... Mobile No:..... e-mail address :

Dated

Name and signature of bidder with seal

Note :

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

2. The Annexure No. VIII, X & XI are required to be submitted after the finalization of contract.



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Tender No. **NIT/JKMSCL/MACH/MRI/CT/ 2015/112**

Dated 02.12.2015

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 Annual Rate Contract for the procurement of 1.5 Tesla MRI Scan & 128 Slice CT scanner from the manufacturers/direct importers/authorized distributors/dealers of the manufacturers/direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmscl.nin.in, www.jkhealth.org & www.jknhm.com, www.jkbusiness.com. The cost of the tender alongwith tender processing fee shall be deposited against the Demand Draft of Rs. 10000/- (Rupees Ten thousand only/-) as tender charges i.e Rs. 5000/- only as cost of tender & Rs. 5000/- only as tender processing fee, drawn on any of the Scheduled/Nationalised bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar.

Managing Director
Jammu and Medical Supplies Corporation Ltd.



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E BID FOR THE PROCUREMENT OF 1.5 TESLA MRI SCAN & 128 SLICE CT SCANNER

Bid Reference	:JKMSCL/MRI/Mach/MRI/CT/2015/112 Dated : 02.12.2015
Date of publication of e-bid	: 04.12.2015 at 12.00 hrs
Start date and time for download of bid document	: 04.12.2015 at 12.00 hrs
Last date and time for download of bid document	: 22.01.2016 at 1400 hrs
Start date and time for submission of online bids	: 04.12.2015 at 1200 hrs
Last date and time for submission of online bids	: 22.01.2016 at 1600 hrs
Date and time for online opening of technical bids	: 23.01.2016 at 1100 hrs
Last date for registration of firm	: 15.01.2016 upto 1600 hrs
Cost of tender document	: Rs. 5000/- (For SSI Unit Rs. 100/-)
Tender Processing Fee	: Rs. 5000/- NB : The bidder other than SSI unit have to submit Rs. 10,000/- as tender charges in the form of single bank draft. In case of SSI units the amount of demand draft shall be Rs. 5100/-
Earnest money deposit in the shape of FDR/CDR	: Rs.100,000/- (for SSI Units Rs. 5000/-)

NB: Cost of bid document/tender processing fee shall be accepted in the form of demand draft. However EMD shall be accepted in the form of FDR/CDR.

Note: -

1. The bidder shall have to get their self updated with the date & time fixed for Pre-bid as per the item list. After pre-bid meeting necessary changes in bid conditions/ catalogue shall be done after the approval of the competent authority. Bid should be submitted through e-portal www.jktenders.gov.in. after pre-bid meeting including all the clarifications/ modifications/ amendments.
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 valid 'VAT' clearance certificate from the concerned commercial taxes Officer and the 'PAN' issued by income tax department.
5. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding form 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.jkmscl.nic.in www.jktenders.gov.in, www.jkhealth.org & www.jknhm.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.

TABLE-1

S.No.	Item Code	Name of the item (refer technical specifications Annexure- AVIII)
1.	MC0086	Full Body 1.5 Tesla MRI
		OPTIONAL
	MC0087	Paradigm generators (Nordic –LCD) to be optional and prices will be considered while evaluating financial bid and not separately.
2.	MC0088	128 Slice CT Scanner

Note :

- The Average Annual Turn Over required for the items pertaining to Group “Machinery & Equipment” is as per the cost of the equipment (each unit) as mentioned below. 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.**

S. No.	Details of Groups	Average Annual Turnover for the last three years
1.	Group I : Machinery & Equipment (Cost > 5.01 Crore)	Rs. 50.00 Crore
2.	Group II : Machinery & Equipments (Cost 1.01 Crore to 5 Crore)	Rs. 20.00 Crore

- The documents submitted by the firm at the time of registration needs not be re-submitted with the technical bid. However, the latest documents if any, (wherever the submitted documents are expired) at the time of tender shall be uploaded with the technical bid.**
- The catalogues/brochures of the equipments shall be submitted along with the demand drafts in a separate envelopes, 03 days prior to submission of online bids. The catalogues/brochures pertaining to the equipment information should be signed by the authorized signatory of the manufacturer.**
- No minimum quantity is guaranteed and the bidder shall not claim or 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 Ltd. (procuring entity) or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the bidder.

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

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

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

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

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

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

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

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

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

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

Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd

Section-I Instruction To Bidders (ITB)

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

Clause No.	Description
	Only Registered firms with JKMSCL are allowed to participate in the tendering process. The registration of the bidders / manufacturers / dealers shall be carried in the Corporate Offices of JKMSCL i.e. 121- Green Avenue, Hyderpora, Srinagar / Plot No 9, Transport Nagar, Jammu (J&K)-180003, as per the details mentioned in Annexure “AVIII ”. The registration shall close seven days prior to the date of uploading the bids on the website of JKMSCL.
	Do not submit Bid if the turnover of the firm is less. The turnover should be as per bid conditions mentioned in Table 1. The bids with lesser turnover shall be outrightly rejected.
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 www.jktenders.gov.in. The cost of tender, tender processing fee, EMD and catalogues of the quoted items shall be submitted in the office of JKMSCL three days prior to submission of online bids. No tender document is accepted in physical form
3.	It is expected from all bidders that CDR/FDR in separate envelope shall be deposited with the authorised person of JKMSCL at reception against proper receipt from thee concerned .
4.	Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5.	Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document as annexure.
6.	The average annual turnover of the bidder shall be as per Table-1 for last three financial years. The turn over statement (Annexure-V) duly certified and signed by chartered accountant duly supported by the balance sheets shall be submitted along with bid, failing which the bid shall be rejected.
7	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. 0191-2490902, 0194-2432008 or e mail on enquiryjkmscl@gmail.com , jkmsclj@gmail.com

8.	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 (Adm), JKMSCL in writing or through e-mail on jkmsslj@gmail.com or enquiryjkmssl@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.
9	Demand draft/FDR/CDR received in original after the specified time and date shall not be accepted in any case.
10.	The JKMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
11.	The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned commercial taxes officer or affidavit and the 'PAN' issued by income tax department.
12.	It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall outrightly be rejected.
13.	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website www.jktenders.gov.in Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately.
14	No firm/bidder/manufacture/importer shall provide/supply any of the product item at the rate contract /approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the State. In case any supply is made without the information to JKMSCL, 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. However, JKMSCL can procure the items for any of the departments within /outside the State of J&K/after charging the administrative expenses.

Section-II: Bid Data Sheet (BDS)

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Section-II: Bid Data Sheet (BDS)

Clause No.	Description
1.	Introduction
1.1	NIT/JKMSCL/MRI/MACH/MRI/CT/2015/ 112 Date.02.12.2015
	The Procuring Entity is : Jammu & Kashmir Medical Supplies Corporation Ltd (J&K)
1.2	The expenditure on the subject matter of procurement shall be met by budgetary resources of demanding / indenting officers of the concerned department. The goods and related services to be procured are as per table 1 and <i>as per technical specifications</i>
1.3	The rate shall be valid for 12 months.
2.	Bidding document
2.1	Bids are invited from manufacturers/direct importers/ distributors/ authorised dealers of the of the original manufacturers/direct importers . Joint venture will not be allowed.
2.2	The price of the bidding document Rs. 5000/- as tender fee (Rs. 100/- in case of SSI unit of J&K State only) and Rs. 5000/- as tender processing fee in the shape of demand draft (both non-refundable)
2.3	Bid Security : Rs. 1.00 lacs in the form of FDR/CDR (Rs. 5000/- in case of SSI unit) .
2.4	The Pre-bid meeting will be held at the office of JKMSCL, Jammu
2.5	Last date for downloading bid document : 22.01.2016 upto 1200 hrs
2.6	Last date for submission of clarification : 19.12.2015 upto 1600 hrs
2.7	Last date & time for submission of bid : 22.01.2016 at 1600 hrs
2.8	Date & time of opening of (technical bid) bid : 23.01.2016 at 1100 hrs
2.9	Address for correspondence and clarifications:- Corporate Office (Jammu): Plot No 9, Transport Nagar, Jammu (J&K); Tele: 0191-2490001, Telefax: 0191-2490902 Corporate Office (Srinagar) : 121- Green Avenue, Hyderpora, Srinagar (J&K); Tele: 0194-2432008
3.	Preparation of Bids
3.1	The language of the bid shall be in English only The Bidder shall uploaded the following documents with the technical bid : 1. Bid security (EMD) in the shape of DD/FDR/CDR. 2. Bid document cost/tender processing fee (through demand draft). 2. In case of Indian manufacturer, valid manufacturing license from competent authority / copy of the registration with central excise department. 3. In case of direct Importer/distributor/authorized dealer, Import Export Code (IEC) certificate and permission/authorisation for sale from the foreign principal manufacturer/ principal manufacturer. (Annexure XVI) 4. The average annual turnover of the bidder shall be as per Table-1 for last three financial years. (Annexure V) 5. Declaration by the bidder regarding qualification (Annexure XII) 6. Declaration of manufacturer/direct importer/distributor/authorized dealer (Annexure XV). 7. Authorisation of the bidder by the firm (Annexure-XVII) 8. Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned commercial taxes officer or affidavit and the 'PAN' issued by income tax department. 9. USFDA Certificate/CE Marking/ ISO/BIS certificate.....etc., <i>as applicable</i> . Note : The above mentioned documents, if already submitted with the registration of firm needs not to be re-submitted.

3.2	The Bidder shall upload with its financial bid submission sheet (Annexure II) N.B : No rate should be quoted/uploaded along with technical bid. Rates are to be uploaded on BOQ only.
3.3	Alternative bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	For goods offered from outside India/direct importer, the bidder shall quote prices including all kinds of costs like inland transportation, taxes, installation and commissioning charges up to the consignee site, complete in all respect including consumables kit for demonstration (<i>if any</i>).
3.6	The terms of quoting price of equipments are inclusive of all taxes/charges with installation and commissioning etc. complete in all respect.
3.7	The prices quoted by the bidder shall be fixed for entire contractual period of equipments. The contract price shall be fixed for a contact period of 12 months of the goods and related services; extendable upto 03 months with mutual consent.
3.8	The currency of the bid shall be Indian rupees only.
3.9	The bid validity period shall be 120 days from the opening of technical bid.
3.10	a. A bid security/ bid securing declaration shall be required.
	b. Bid security shall be required, the amount and currency of the bid security shall be as mentioned in Table-1.
3.11	The scanned copy of complete bid document filled and signed on each page as per Instructions to bid (ITB) and other requirements need not to uploaded on website www.jktenders.gov.in . However, declaration as Annexure AVII regarding acceptance of all the terms & conditions and other clauses as given in the tender document duly notarised shall have to be uploaded along with technical bid. Please note that physical submission of bid document shall not be accepted.
3.12	The authorisation to sign on behalf of the bidder shall consist of power of attorney by the bidder/any valid certification or the change in bidder shall be resolved in the board of firm/ company which shall be immediately communicated to the JKMSCL. No authorised agent/dealer/supplier shall be allowed to make any declaration which is mandatory required to be made by the MD/chairman/Directors/authorised person designated by the manufacturing company/importer.
4.	Submission and Opening of Bids
4.1	The last date for Bid submission is 22.01.2016 at 1600 hrs
4.2	The technical Bid opening shall take place on 23.01.2016 at 1100 hrs
5.	Evaluation and comparison of bid
5.1	The price preference shall apply as per GCC and SCC provisions.
6.	Award of Contract
6.1	If the procuring entity does not procure any subject matter of procurements, the bidder shall not be entitled for any claim or compensation. No minimum quantity is guaranteed.
6.2	The period within which the contract agreement is to be executed and performance security is to be submitted is 15 days from the date of receipt of letter of intent (LOI) through email, fax/correspondence etc.
6.3	The performance security shall be required as per GCC-10 @5 % of the value of the indicative quantity in favour of JKMSCL payable at Jammu/Srinagar.
7.	Redressal Grievances during Procurement Process

7.1	<p>I. In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding.</p> <p>II. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred by the parties to the Managing Director JKMSCL, J&K who will appoint his senior most officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.</p> <p>III. If any bidder or prospective bidder is aggrieved that any decision, action, omission of the procuring entity is in contradiction to the provisions of the Act/Rules of the guidelines issued there under; he may file an appeal to first & final appellate authority, i.e Secretary to Govt. Health & Medical Education department, J&K with in 10 days from the date of such decision, action, omission as the case may be, clearly giving the specific ground(s) on which he/she feels aggrieved. Fee for such appeal shall be Rs. 10,000/- (ten thousand only), 50% of which shall be refundable, if the decision is announced in his/her favour.</p> <p>IV. Any legal dispute shall be within the jurisdiction of Hon'ble High Court of Jammu / Srinagar (J&K).</p>
7.2	<p>Name & Address of the Bidder: Name and Designation..... M/S Telephone No..... Telegram Code Fax No..... Mobile No e-mail address(email of responsible person be intimated)</p>

SECTION III – QUALIFICATION AND EVALUATION CRITERIA
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Section III: Evaluation and Qualification Criteria

2. Qualification Criteria

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

Clause No.	Description
1.	Size of operation:- The minimum average annual turnover of the Bidder or firm for last three financial year shall be as per Table-1. This includes the total payments received by the Bidder in Indian rupees for contract completed or under execution over the last three financial years.
2.	Contractual experience:- The bidder shall be a manufacturer; direct importer; distributor; authorised dealer of the original manufacturer/direct importer, who must have manufactured/ imported and supplied and installed such equipments in India satisfactorily. The list of such installations of the equipments may be asked from the bidder and the bidder should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate). (Refer Annexure XVII)
3.	Technical experience:- The goods offered/ being procured by JKMSCL have been produced and sold for at least three years and have been in operation satisfactorily.
4.	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.
5.	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.
6.	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.
7.	Litigation history:- The information regarding all pending claims, arbitration, or other litigation is asked by the JKMSCL
8.	Tax clearance certificates:- The VAT/Sales Tax and other taxes clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'VAT' clearance certificate from the concerned commercial taxes officer or affidavit and the 'PAN' issued by income tax department.
9.	Declaration regarding qualifications :- Declaration regarding qualifications of the bidder shall be given in specified format provided in Section IV, bidding forms.

1. Evaluation Criteria

Clause No.	Description
1.	Scope
1.1	Local handling and inland transportation:- The cost for Inland transportation, insurance, related services, installation, commissioning, demonstration and other incidental costs for delivery of goods, or port of entry, or supply point to consignee site, schedule of supply shall be quoted in price schedule.
1.2	Minor omission and missing items:- Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of bids.
2.	Technical Criteria:- The minimum technical level that the goods and related services shall have in order to comply with the Section V, schedule of supply are specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical specifications of item. However, a minor deficiency in technical compliance may not be cause for rejection of the bid.
3.	Economic Criteria: - The economic criteria are most important when evaluating a Bid. The price, however, may not be the only criterion, as there could be technical evaluation that may be expressed in mandatory terms <i>i.e.</i> cost per test etc. The following may be examples: - 3.1, 3.2....
3.1	Adjustment for deviations in the delivery and completion schedule: - The deviation from the delivery and completion schedule specified in Section V, schedule of supply are permitted. No credit will be given for earlier completion.
3.2	Operation and maintenance cost : The operation and maintenance costs of equipments are taken into account for bid evaluation purposes. The methodology is elaborated at BOQ for determining lowest bid (L-1) Generally, the life cycle of equipment and its comprehensive maintenance period is defined in technical specifications. Presently, maintenance costs are evaluated at their present value over the life cycle of the goods and then added to the price of the goods for comparison of bids.
3.2	Spare parts: - Only those spare parts and tools which are specified on an item wise basis in the list of goods and related services Section V, schedule of supply shall be taken in account in bid evaluation. Supplier recommended spare parts for specified operating requirement shall not be considered in bid evaluation. The list of spare, consumables, chemicals and reagents likely to be required during operation of equipment shall be indicated in comprehensive maintenance contract (CMC) format. The unit prices of these items may be examined for evaluation of bid by the technical committee.
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 (applicable for SSI units of J&K State only) shall be given in evaluation of bids and award of contract as per J&K Industrial Policy 2004 and amendment made thereof from time to time.
4.2	VAT or CST, as applicable, should be mentioned clearly and separately.
4.3	If an item quoted in the bid does not attract excise duty at the time of bidding and excise duty is levied by the union government/State Govt. Subsequently, the bidder shall be entitled to such excise duty paid on production of invoices drawn as per central excise rules.
4.4	C- Form shall be issued by JKMSCL for charging CST at concessional rate against supplies made as per order. The invoice should show the concessional rate of CST separately.

Section IV: Bidding Forms

Table of Contents

S.No	Name of Bidding Forms	Pages
1	Bid security deposit	
2	Technical bid submission sheet (Annexure I)	
3	Financial bid submission sheet (Annexure II)	
4	Financial bid format (BOQ) (Annexure III)	
5.	Production capacity declaration and undertaking (Annexure IV)	
6	Annual turnover statement (Annexure V)	
7	Statement of past supplies and performance (Annexure VI)	
8.	Statement of plant and machinery (Annexure VII)	
9.	Pre-stamp receipt (Annexure VIII)	
10	Format of affidavit for EM-II (Annexure IX)	
11	Contract of completion report. (Annexure X)	
12.	Comprehensive maintenance contract (Annexure XI A)	
13.	Schedule of maintenance contract charge/rates (Annexure XI B)	
14	Declaration (Annexure -XII)	
15	Declaration by the bidder regarding qualifications (Annexure XIV)	
16.	Declaration regarding manufacturer/ direct importer / distributor/ authorized dealer of the original manufacturer/importer (Annexure XV)	
17	Authorisation from principal manufacturer(Annexure XVI)	
18	Authorisation of bidder by the firm (Annexure -XVII)	
19	Verification (Annexure XVIII)	

Technical Bid Submission Sheet (Cover 'A')

Managing Director

Jammu & Kashmir Medical Supplies Corporation Ltd.
J&K

We, the undersigned, declare that:

1. I/Wehave examined and have no reservations to the bidding document of NIB No. dated.....including addenda/clarification No.:.....dated
2. We offer to supply in conformity with the bidding document and in accordance with the delivery schedule specified in Section V, schedule of supply, the following goods and related services..... *Name of the item and guarantee period plus CMC etc.*
3. Our bid shall be valid for a period of 120 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;
4. If our bid is accepted, we commit to submit a performance security in the amount of 5% of the contract price or as specified in bid document for the due performance of the contract;
5. Our firm, including authorised agent/dealer/ supplier for any part of the contract, have nationalities from the eligible countries;
6. I/We are not participating, as bidders, in more than one bid in this bidding process, in the bidding document;
7. Our firm, its affiliates or subsidiaries, including authorised agent/dealer/ suppliers has not been debarred by the Union Govt/any State Government or the procuring entity.
8. 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;
9. I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
10. I/We agree to permit the JKMSCL or its authorised representative to verify/authenticate the documents related to technical & financial bid in relation to the bid submitted.
11. My/our quoted items..... *(Name of item)*.....fully comply with the technical specifications as per bid document Section V, schedule of supply.
11. **The following mandatory documents attached along with this technical bid Submission Sheet. The following documents/certificates/requirements are fulfilled:**
 - i. Cost of bid document and bid security/processing fee (scanned copies to be uploaded in the financial bid and submitted in original in the office of JKMSCL.
 - ii. In case of Indian manufacturer, valid manufacturing license from competent authority, if applicable, acknowledgement of EM II memorandum/ IEM/ Registration of SSI unit/copy of the registration with central excise department as per provisions of central excise act;
 - iii. In case of direct Importer, Import export code (IEC) certificate and permission/

- authorisation for sale from the foreign principal manufacturer.
- iv. In case of distributor/authorized dealer authorization for sale from the principal manufacturer.
- v. The average gross annual turnover of the bidder/firm shall be as per **Table-1** for last three years;
- vi. Duly signed copy of section VI A and VI B (GCC & SCC) as acceptance of terms and conditions;
- vii. USFDA Certificate/CE marking/ISO/ISI/equivalent quality control certificate.
- viii. BIS certificate, in case of ISI marked item, if applicable.
- ix. Any other documents.....

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

- 12. 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.
- 13. I/we accept all the terms, conditions and provisions of this bid document.

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

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

- i. The invoice submitted by the authorised representative/agent/distributors/dealers 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 distributor for such supplies shall be endorsed along with invoice submitted by Authorised representative/agent.
- 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 agent/representatives to bid, negotiate/conclude the tripartite agreement with regard to business against this specific tender.

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

To:

Managing Director

Jammu & Kashmir Medical Supplies Corporation J&K

I/We the undersigned, declare that:

1. I/We have examined and have no reservations to the bidding document, including Addenda No.:..... dated, if any
2. I/We offer to supply in conformity with the bidding document and in accordance with the delivery schedule specified in Section V, schedule of supply, the following goods and related services.....(*Name of equipments/items with guarantee and CMC etc.*).....;
3. The prices of said equipment/item(s) are uploaded electronically in BOQ on website www.jktenders.nic.in in as per instructions provided;
4. The uploaded financial bid checked, confirmed and found as per bid instructions;
5. The copy of demand draft/CDR/FDR as per ITB (instructions to bidder) with respect to bid security and cost of bidding document and processing fee are enclosed as detailed below:-
 - (i) Bid Security : Rs. 100,000/- (one lac only)
 - (ii) Cost of bidding document : Rs. 5000/- (five thousand only – non refundable)
 - (iii) JKMSCL processing fee : Rs. 5000/- (five thousand only – non refundable).
6. I/We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
7. I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
8. I/We agree to permit the JKMSCL to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the JKMSCL.
9. I/We accept all the terms, conditions and provisions of this bid document.

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

FINANCIAL BID (BOQ)

S.No.	Item Description	Item Code	Unit	Basic Rate	Excise Duty	VAT	Custom duty, if any	Freight	Any other Taxes	CMC for 1st Year	CMC for 2 nd Year	CMC for 3 rd Year	CMC for 4 th Year	CMC for 5 th Year	Total Amount including Taxes	Total Amount including CMC
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	MRI Tesla Full Body															
	Optional part : (Paradigm generators Nodric-LCD)															
	128 Slice C.T Scanner															

Date

Signature

Name in capital, Company /firm Seal

Note: -

1. The rate quote should be as per BOQ.
2. Excise component & CST/VAT should be separately shown in column no 6 & 7 for further reference
3. Rate should be quoted only for packing units as mentioned in the bid
4. No quantity or cash discounts should be offered.
5. Read all the terms & conditions before filling the Annexure III.
6. Please quote rates in absolute amount only.
7. Please quote rates per unit only
8. BOQ of the individual item shall have to be uploaded to ensure evaluation/finalization of items. If the bidder upload BOQ of more than one item, the rates are opened for the other items shall be declared as non-eligible/non-responsive for procurement.
9. Finalization of the price bid shall be made on the basis of price quoted in BOQ which pertains to CMC of five years.
10. Custom duty, if applicable shall be indicated separately.

PLEASE DON'T WRITE 00 AGAINST THE ITEMS FOR WHICH YOU DIDN'T WISH TO QUOTE ; INSTEAD, DO WRITE "NOT QUOTED" AGAINST THE SAID ITEM; AS THE SYSTEM TAKES RS. 00.00 AS L1.

Declaration and Undertaking

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

1. I/We..... (Name of firm) certify that the quoted model (of quoted item) is of latest technology and is not outdated.
2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL with same configuration mentioned in the tender.
3. I/We do hereby undertake to ensure the availability of spare parts & consumables for quoted model of equipment for at least 07 years from the date of completion of guarantee of the equipment.
4. I/We do hereby accept condition of guarantee period with spare parts of each quoted equipment as per terms & conditions or technical specifications. (from the date of installation/ demonstration).
5. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
 (b) I/We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name, Address of Govt./dept./State) and detailed information is as given below:
 - (i) Cause of black listing/banning/debarring.
 - (ii) For which item.....:
 - (iii) Period of black listing/banning/debarring.
 - (iv) Latest Status of black listing/banning/debarring.
5. I/We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated with the concerned authority/department. No VAT/CST is due on the firm as on dated
6. I/we do hereby agree to the condition that JKMSCL may, if deemed fit go for the third party maintenance under Comprehensive equipment maintenance programme of Govt. of India after the warranty of 05 years & CMC of 05 years i.e total 10 years.
7. We shall confirm that during the warranty/CMC period :
 Minimum 02 visits per month.
 All breakdown calls to be attended within 24 hrs at Jammu/Srinagar Hospitals (within city limits) and 48 hrs for other districts/peripheral areas.

Place:

Signature of authorized signatory

Dated:

Name and signature of bidder

Designation with seal

(On Firm's letter head)

ANNUAL TURN OVER STATEMENT

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

Sl. No.	Financial Years	Turnover in Lakhs (Rs.)
1.	2012-13	-
2.	2013-14	-
3.	2014-15	-
Total		- _____ Lakhs

Average gross annual turnover _____ Lakhs

Note :

1. Turn over for the year 2015-16 may also be considered, if the accounts are audited and certified by Chartered Accountant. The turnover should be supported by the balance sheets of the respective years.
2. **The Average Annual Turn Over required for the item(s) pertaining to the Group "Machinery & Equipment" is as per the cost of the equipment (each unit) as mentioned in Table 1. Only the bid(s) falling under the category as specified under Annual Turnover is accepted. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected.**

Date

Signature of the bidder

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

(On Firm's letter head)

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

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

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipments been supplied & installed satisfactory?
				As per contract	Actual		
2012-13							
2013-14							
2014-15							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. Firm should have supplied at least 10% of the indicative quantity specified in the notice inviting bid in last three financial years.
3. The different variants of same equipment may be considered.
4. Performance for the year 2015-16 may also be considered, if the accounts are audited and certified by chartered accounted.
5. In case of supply of imported item(s), the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

Place:

Dated :

Signature of bidder with Seal

(On Firm's letter head)

STATEMENT OF PLANT & MACHINERY

(It should be submitted with cover-A)

- (i) List of Plant & Machinery available for production of equipment
- (ii) List of items manufactured by the bidder
- (iii) Area of unit with working space & authority letter of allotment
- (iv) Stock position of raw material
- (v) Registration certificate for manufacturing unit/SSI unit from Industries department.
- (vi) Man power status/details
- (vii) List of equipments for quality control measures including details of Quality control Laboratory, if any.
- (viii) Certificate from Govt. Agency/Chartered engineer for production capacity assessment.
- (ix) Any other information.

(Name)
Signature of Bidder with Seal

Annexure VIII

(On Firm's letter head)

PRE- STAMP RECEIPT

I/We received an amount of.....nil..... from JKMSCL through Demand draft/Cheque No. or RTGS etc. as details for payment is given below:

- i. Name of supplier.....
- ii. Name & address of firm.....
- iii. Name of bank & branch.....
- iv. Bank a/c type : Saving/Current/Over draft/.....
- v. Bank a/c number.....
- vi. Bank branch MICR Code.....
- vii. RTGS Code.....
- viii. IFCS Code.....
- ix. PAN No.....
- x. Bank contact person's name & mobile no. :
-

This amount is received against refund of bid security of bid no.datedand sanction No. Dated

Signature of authorized signatory

Place :

Name of signatory

Dated :

Designation with seal

Format of Affidavit for EM-II
(section VIA-GCC Clause No. 2.6 (ii))

(on non-judicial Stamp Paper of Rs. 10/-)

I/we.....(*Name*)S/o.....(*Name*).....
aged.....yrs.....residing at..... (*Address*)proprietor/partner
/authorized director of M/s do hereby solemnly affirm and declare that:

- (a) My/our above noted enterprise M/S _____ (*Name of firm*) _____ has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Centre _____ (*Name & Address with District & State*)_____ The acknowledgement No. is _____ dated _____ and has been issued for manufacture of following items.
- (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
- (b) My/our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- (c) My/our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place _____

Signature of the Proprietor/Director

Authorized signatory with rubber

Date _____

stamp and date.

(On firms letter head)

Annexure -X

To

Jammu & Kashmir Medical Supplies Corporation Limited
J&K

Subject : Regarding submission of Consolidated Contract completion report

Name of the Firm _____

Rate Contract No. & Date _____

Name of the Item _____

Sno	Supply Order				Stipulated date of completion of supplies (Delivery Period) In days	Actual supply			Quantity remained unsupplied	Payment details (In Rs.)						
	No. & Date	Consignee name/Medical Institution	Qty (in unit)	Amt (Rs.)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)		Reasons	Sanction no. & date	Net Amt	Taxes VAT/ CST	L.D Charges	JKMSCL Charges @ 5%	Amt. Paid to firm
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

(Signature of seal of firm)

Note :

1. Column no. 1 to 17 is to filled by firm and shall be submitted to G.M (EPM)
2. The information filled in by firm shall be correct, complete
3. Attach separate sheets as annexure, wherever necessary

Comprehensive Maintenance Contract (C.M.C)

This comprehensive maintenance contract (CMC) is made on day of at by and between.....(Name of the firm/company with address).....through (hereinafter referred to as the(Name of the Firm/Company)..... which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns).

And

JKMSCL or his designated officer's (hereinafter referred to as the "Procuring Officer" (means user of equipments/ consignee/ incharge officer of medical institution) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and assigns) :

Whereas:

- A. M/S(Name of Firm/Company)..... is inter alia, engaged in the business of marketing of equipments and apparatus/instruments manufactured by..... (Name of firm/company)..... in India and it also provides maintenance service for equipments in India ;
- B. The consignee/Procuring Officer has asked to provide service and maintenance of equipments installed in its premises and..... (Name of Firm/Company)..... has agreed to provide the services(as defined in Clause 3 below), subject to terms as contained in this Agreement.

Now therefore in consideration of mutual promises and covenants and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the parties, the parties execute this contracts follows :

1. **Commencement:** CMC will only be commencing after the completion of guarantee period and a written request by concerned JKMSCL/Procuring officer or his authorized officer to the firm. The JKMSCL/concerned consignee shall ensure the availability of funds and shall also examine the CMC necessity for a particular equipment/instrument.
2. **Duration, extension and termination of this agreement :**
 - i. This CMC is the supplementary part of original agreement (Rate Contract) No. of this equipment or instrument.
 - ii. The validity period of this CMC is for as specified in bid document (..... years) which starts from the next day of completion of Guarantee period of Rate contract referred in clause first above. The comprehensive maintenance agreement starts from..... day of and shall end on the date..... however, C.M.C may be extended for further two mutual consent subject to the same terms and conditions.
 - iii. The security deposited shall be refunded as per clause 12 of this original agreement R/C No. Subject to that : -
 - a) The 25% of total deposited Security deposit amount shall be withheld against the security of this (CMC) agreement.
 - b) If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under clause -8 or any other recovery from security deposit.
 - c) The consignee/procuring officer may terminate this contract during the term of this contract, at any time as he considers appropriate in the interest of corporation/department. No compensation shall be paid to said firm for termination.
3. Scope of this Contract and service to be tendered under this contract by(Name of Firm/Company)....."
 - a) Onsite & service centre labour for carrying out preventive maintenance and repairs.
 - b) All parts require replacement shall be supplied to the consignee by the.....(Name of the firm/company)..... under this agreement at no additional cost, during the CMC period.
 - c) Safety and software updates for features that were originally purchased and forming part of the equipment during commencement of this contract.
 - d) Routine cleaning, lubrication, replacement of rings, gaskets etc for all mechanical instruments.
 - e) Routine cleaning & calibration of electronic equipments.
 - f) Spare parts beyond clause no. 6 are included in the CMC offer and will not be charged extra.
 - g) **Firms offering conditions :**
 - Response time < 48 hours after first contact

- Service hours Mon to Sat
- Part for preventive maintenances all as per requirement
- UP time 95% (346 days)
- Breakdown all
- Technical & application support session as required
- Demonstrations & trainings as & when required.

Note : PM Includes quality assurance, safety checks and calibration.

h) Contacts details of service providing firm :

- Full Address
- E mail ID
- Hotline
- Service portal
- Toll Free No.

i) Exclusion of service under this contract:

- a) Damages caused by or arising out of aggravated by fire caused by sources external to the equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, revolution, insurrection, mutiny, labour unrest, lockout, confiscation, commandeering by a group of malicious person or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any govt. de-jure or de-facto or any public, municipal or local authority.
- b) Any work external to the equipment covered under this contract.
- c) This contract does not cover hardware upgrade of any kind.
- d) All consumables as per bid documents as per clause -5
- e) Any no. of preventative maintenance visits and any number of breakdown emergency calls will be provided by the firm during guarantee and CAC period.
- f) Training for the quoted equipment/machine, if required, will be provided by the firm without any additional charge.

ii) Limitations of Services under this contract:

- a) Maintenance and updates will be provided based on originally purchased software options. Additional features, hardware or software, that are not part of the equipment on commencement of this contract are not included in this contract but can be included mutually agreed terms and conditions, reduced in writing.
- b) Parts will be replaced at the sole discretion of(Name of consignee).....
- c) Whenever a breakdown call is attended then during such visit, preventive maintenance can also be carried out. Hence, such a visit may be treated as a preventive maintenance visit also.
- d) If required and permitted, the transportation of equipment from purchasing officer to service centre of firm and back to purchase officer site, is sole responsibility of the service providing firm company.

4. Care for the equipment :

The consignee shall take proper care and diligence in using the equipment so as to ensure that the equipment is protected against damage resulting from accidents, neglect or misuse, pests and insects etc. The consignee shall also maintain the optimum temperature and other environmental conditions to safeguard the equipment against damages as per the specification given in the instruction manual.

The cost of h

5. Price:

- i. In consideration of(Name of firm/company) providing the services (as set out in clause 2 above) the JKMSCL shall pay to(Name of firm/company) maintenance contract charges (hereinafter the “CMC charges”) for the equipment annexed to this agreement.
- ii. The CMC charges specified above is inclusive of all taxes, levies, impositions, cess etc as may be applicable on the services rendered by.....(name of firm/company)..... to the consignee. If any fresh taxes, levies impositions, cess is levied and changed by the appropriate authority during the term of this contract; the variation shall be borne by the procuring officer.
- iii. All the defective parts/items shall become the property of.....(name of firm/company)..... on replacement of parts and have to be returned to(name of firm/company).....by the procuring officer/consignee only if same are replaced without charges.

iv. No price escalation will be applicable.

6. List and rates of consumables:

The(Name and brand of equipment)has the following requirement of reagents, consumables & spares without which this equipment cannot be made operational/functional . All the reagents, chemicals, consumables and spares are covered under comprehensive maintenance contract except given below:-

(a) The list of Reagents & Chemicals (if applicable):

S. No.	Name of reagents & chemicals	Packaging unit	Price per unit (Rs.)	Remark
1				
2				
3				
4				
So on				

(b) The list of consumables (if applicable) :

S. No.	Name of consumables	Packaging unit	Price per unit (Rs.)	Remark
1				
2				
3				
4				
So on				

(c) The list of spare parts:

S.No.	Name of spare parts	Packaging unit	Price per unit (Rs.)	Remark
1				
2				
3				
4				
So on				

7. Payment Terms:

The JKMSCL/procuring officer/consignee shall make 50% payment of annual maintenance charges after completion of each six months of satisfactory service by way of demand draft/account payee cheque in favour of service providing firm. The remittance charges shall be borne by the firm. The consignee shall ensure that maintenance and repair are satisfactory during last half yearly period before further advancing C.M.C charges to firm.

8. Liquidation damages:

(i) The Supplier/service providing firm shall be liable to pay a penalty of Rupees five hundred per day (**varies from equipment to equipment**) if the firm didn't response after 24 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 Jammu/Srinagar Hospitals (within city limits) and 48 hrs for other districts/peripheral areas otherwise the penalty shall be imposed as per penalty clause.

9. Assistance for providing service:

The Procuring Officer shall give(Name of firm/company).....full access to the equipment to enable (Name of firm/company)to provide service, make available to the representative of(Name of firm/company) appropriate procuring officer staff who are familiar with the procuring officer work and provide suitable working space and facilities.

10. Location & location change:

The location & place of installation shall be decided by the appropriate authority of Corporation with consultation with the Head of the end user institute/department . The consignee may transport/shift any equipment or part thereof without the express consent of (Name of firm/company) and asked for maintenance of equipment without any additional cost.

11. 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.

12. Dispute resolution committee:

If both the parties fail to resolve any issue bilaterally then the specific point may be placed before the dispute resolution committee constituted by JKMSCL. The service providing firm shall participate in proceedings through his authorized signatory of rate contract holding firm only.

13. Jurisdiction:

All actions, proceedings and suits arising from or connected to this contract shall be subject to the exclusive jurisdiction of courts in Jammu & Kashmir.

In witness whereof the parties here to have signed this agreement on the day and year first herein above written:

Signed on behalf of the
Signed _____
(Authorized signatory)
Name _____
(Capitals)
Designation _____
Rubber Stamp

Signed on behalf of the
Signed _____
(Authorized signatory)
Name _____
(Capitals)
Designation _____
Rubber Stamp

Witness-1

Witness-1

COMPREHENSIVE MAINTENANCE CONTRACT CHARGES/RATES

(Rates from BOQ)

(Amount in Rs.)

S.No.	Years (after the completion of guarantee period)	Prices including taxes and all kinds of charges	
		In figures	In words
1	1 st year	Note : Don't write rates here	Note : Don't write rates here
2	2 nd year		
3	3 rd year		
4	4 th year		
5	5 th year		

Note :

1. No rates should be quoted in this annexure.
2. Rate quoted in the BOQ II shall be applicable (ANNEXURE III).

Authorised signatory of firm

Signature with seal

Authorised signatory of JKMSCL

(ON A NON JUDICIAL STAMP PAPER OF 100/-)

DECLARATION

I/We M/s.

.....represented by its proprietor/ managing partner/managing director having its registered office at and its factory premises at do declare that I/we have carefully read all the conditions of bid no. dated.....including all the amendments in Referencefor supply equipments of (*item name*) for Jammu and Kashmir Medical Supplies Corporation Limited and accepts all conditions of bid including amendments, if any.

I/We agree that JKMSCL 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, and other relevant documents.

Signature & Seal of bidder
Name & Address:

Note: - To be attested by the notary

(On Firm's letter head)
Memorandum of Appeal

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

Before the..... (appellate authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal:
.....
.....
..... (supported by an affidavit)

7. Prayer:.....
.....
.....
Place
Dated

Appellant's signature

(Shall be submitted on letter head of firm)

Declaration by the Bidder regarding Qualifications

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

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

Dated:
Place:

Signature of bidder
Name:
Designation:
Address:

(Shall be submitted on letter head of firm)

Declaration of Manufacturer/Direct Importer

Date: _____

NIB No.: _____

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

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

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

Fax:

E-mail:

Dated:

(On the letterhead of manufacturer and notarized)

Authorisation from foreign principal manufacturer

(Applicable in case of direct importer only)

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

Subject: Regarding authorisation for our products.

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

Name of items.....

Dear Sir,

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

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

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

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

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

Yours faithfully,

(Name & Signature).....

verification and signature by bidder

For M/s

Seal and address of bidder

AUTHORISED SIGNATORY

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

(On the letterhead of manufacturer and notarized)

Authorisation of Bidder by the Firm

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

Subject: Regarding authorisation of bidder by the firm Ref.:

Your NIB no.dated.....

Name of items.....

Dear Sir,

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

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

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

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

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

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

Yours faithfully,

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

For M/s

AUTHORISED SIGNATORY OF FIRM

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

(Shall be submitted on letter head of firm)

VERIFICATION

I/we.....S/o.....aged.....
year residing at authorized bidder/proprietor/
partner/director of firm M/s..... verify and confirm that the contents of
bidding documents , its bidding forms **Annexure I to Annexure XVIII** and other information
submitted for bid no. are true and correct to the best of my knowledge and nothing has been
concealed therein.

Signature of bidder.....
Name:
Address:
Mobile no.....
e-mail address.....

Section V: Schedule of Supply
Table of Contents

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

Section V: Schedule of Supply

Clause No.	Description
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 period starts from the date of successful installation for a period of five (05) years.
1.4	Comprehensive maintenance contract shall be executed for a period of five (05) years from the date of completion of guarantee period. However, JKMSCL may, if deemed fit, enter into third party agreement under comprehensive equipment maintenance programme, Govt. of India.
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.
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 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.
2.1.4	Except for equipment/machinery, which requires installation / commissioning, all other supplies shall be designated drug warehouse. 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 the JKMSCL.
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. In such a case, the requirement may be met by dividing the quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders.
2.1.6	The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders.
2.1.7	It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.
2.1.8	The figures indicated, if any, do not constitute any commitment on the part of JKMSCL to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
2.2	PROCURING ENTITY'S RIGHT TO VARY QUANTITY:
2.2.1	The quantity of equipments 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.
2.2.2	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.
2.2.3	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.	A consolidated statement (Annexure X) shall be submitted to General Manager, EPM by the 10 th of each month. Every time the statement should contain details of all orders placed under the contract.
2.3.2	Firms shall have to submit consolidated statement (Annexure X) in duplicate at the end of rate contract as well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the contract /supplier about the defect (s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment of defective performance registered immediately with the office of JKMSCL.
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. The insurance of the equipment shall be upto delivery point only.
2.5.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
2.5.3	Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.
2.5.4.	<p>Packing specifications</p> <p>Schedule for packing – General specifications</p> <ol style="list-style-type: none"> All items should be packed only in first hand boxes only. Label: Every box should carry a large outer label at least 15cms, 10cms dimension clearly indicated that the product is for <u>"JKMSCL Supply" for the year 2015-16, "Not for Sale "</u> and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as Enclosure II to Annexure VI of this document Other: No box should contain mixed products or mixed batches of the same product. <p>Specifications for chemicals:</p> <p>Not more than 25 Kg may be packed in a single bag / carton.</p> <p>Note: The weight/size of the box for packing the equipment may vary from equipment to equipment for the safe delivery/installation of equipment. Any deviation in the packing, if necessary shall be made after getting permission from JKMSCL.</p>
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	The equipment supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard/specifications. In case of any material of which there are no standards or approved, the supply shall be of the best quality to be substantiated by documents/specifications. The decision of JKMSCL as to the quality of stores is final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard, that shall be liable to be rejected and any expenses

	of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
2.6.3	The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned shall take reasonable care of such material upto 15 days from the date of intimation only but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
2.6.4	No payment shall be made for defective/incorrect items.
2.6.5	In case firm wants to take back item to their service station for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. In no case the defective equipment is allowed to be installed after rectification.
2.6.7	The bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.
2.7	TERMS OF PAYMENT:-
2.7.1	Payment shall be released on receipt of certificate of supply as per specifications and in good condition from the consignee along with the bill. Installation / commissioning of equipment and rendition of required satisfactory training to the consignee's personnel, if any, shall also be necessary for releasing payment. In case of delayed supplies, deduction of liquidated damages as per provisions shall be made from payments. The firms shall have to seek time for extension from the JKMSCL before executing delayed supplies.
2.7.2	Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
2.7.3	Payment to the authorised dealer/supplier/agent shall be made as per the tripartite agreement with the Corporation i.e JKMSCL.
2.7.4	No advance payments towards cost of items shall be made to the bidder.
2.7.5	All bills/invoices should be raised in triplicate and in the case of Excisable items; the bills should be drawn as per Central Excise Rules in the name of the authority concerned.
2.7.6	If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform Managing Director JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. In case this reduction of rates comes to the knowledge of JKMSCL in later stage, additional payment made w.e.f of the details of rates shall be charged from the firm with 1.5% monthly interest from the date/till rates have been reduced besides action as desired fit by JKMSCL which may be debaring/any other penalty as per penalty clause.
2.7.7	In case of any enhancement in excise duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied shall be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned excise authorities for having paid additional excise duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
2.7.8	In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.
2.7.9	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment shall be made / decided by JKMSCL. In that case, the firm has to inform JKMSCL immediately.
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 and 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 such rates, as given below, of value of stores which the bidder has failed to supply :- (a) Delay up to one- fourth period of the prescribed delivery period - 2.5% (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5% (c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - 7.5% (d) Delay exceeding three- fourth of the prescribed period - 10% Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.
2.8.3	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to Managing Director JKMSCL, J&K, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by corporation after sanction of extension in delivery period.
2.8.4	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without liquidated damage.
2.8.5	If the bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder. The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
2.9	RECOVERIES:-
2.9.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, action will be taken as per prevailing Acts/rules in J&K State.
2.9.2	Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.

3. Technical Specifications : 1.5 MRI TESLA & 128 SLICE C.T SCANNER

Annexure : AVIII

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. two days prior to last day of uploading of the bid.**
- ii. If bidder supplied to or have rate contract of quoted items with any other Govt. institutions within one year, he may be asked to provide copies of purchase orders, invoices and rate contract.

4) .Drawings if any

5. Inspection and Tests

Clause No.	Description
5.1	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, corporation 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 the technical evaluation report vetted by the experts.
5.6	In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.

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

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

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

Clause No.	Description
1.	<p>Definitions</p> <p>The following words and expressions shall have the meanings hereby assigned to them: 'Act/Rules' means Acts & rules prevailing in J&K State 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, guarantee/warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract. "Procuring Entity" Means the entity purchasing the goods and related services, Managing Director Jammu and Kashmir Medical Supplies Corporation, J&K, or as specified in the special conditions of the contract (SCC). "Related Services" Means the services incidental to the supply of the goods, such insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the supplier under the contract. "Subcontractor" Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the goods to be supplied is subcontracted by the supplier. "Supplier" Means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the procuring entity and is named as such in the agreement, and includes the legal successors or permitted assigns of the supplier. Authorised agent : 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.</p>
2.	<p>General terms</p>
2.1	<p>Bids are invited from Indian manufacturers /direct importers/distributors/authorized dealers of</p>

	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	The bidder should have average annual turnover as per Table-I, for the preceding three financial years to be eligible to participate in the bid.
2.4	Supplies shall be made directly by the bidder to be called as “Supplier” after finalization of rate contract, and suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
2.4.1	Direct importer should authenticate import/sale license for the product quoted in the bid issued by the competent authority.
2.4.2	In case, the item/product is supplied through authorised agent/dealer, product manufacturing permission, import/sale license of the principal manufacturer (s) direct importer (s) shall have to be uploaded along with technical bid.
2.5	Bid shall be have to be loaded on e-portal i.e www.jktenders.gov.in submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation, J&K
2.6	<p>The bidder shall submit following certificates along with the bid, However the documents submitted for the registration of firm, needs not be re-submitted :-</p> <p>(i) Bid security shall be submitted in the shape of FDR/CDR from Nationalised/Scheduled bank or in the shape of BG from Nationalised Bank and cost of bid document & tender processing fee shall be submitted in the form of demand draft drawn at any of the scheduled/nationalised bank in favour of Jammu and Kashmir Medical Supplies Corporation, J&K, payable at Jammu/Srinagar.</p> <p>(ii) (a) Manufacturer- bidder shall enclose duly self attested photocopy of acknowledgement of EM-II Memorandum/IEM /Registration of SSI unit of J&K State only for the products duly approved by the licensing authority for every product quoted in the bid. The license, if any, should be renewed up to date. Acknowledgement of EM-II, issued by District Industries Centre with an affidavit as per Annexure–IX, under rules for preference to industries of Jammu and Kashmir, in respect of stores for which they are registered.</p> <p>(b) Likewise manufacturer/bidder shall submit documents relating to the production capacity and properly installed quality control measures at the production site/unit at the time of bid, which may be a certificate from NSIC (For micro and small scale industrial units) / MSME (micro, small, medium enterprises) / production capacity certificate issued from Industries Department.</p> <p>(iii) Firm shall submit copy of the registration with central excise department/exemption from registration, if applicable, as per provisions of central excise act.</p> <p>(iv) In case of imported equipments and instruments self attested photocopy of IEC (Import export code) certificate and permission / authorization for sale from the foreign principal manufacturer.</p> <p>(v) Duly self attested photocopy of BIS certificate, renewed up to date with respective schedule for ISI certification for quoted items, if applicable.</p> <p>(vi) Duly attested photocopy of ISO Certificate, if applicable.</p> <p>(vii) Duly attested photocopy of BIS/CE/USFDA certificate from Govt. of India lab or from</p>

Govt. of India approved lab for the quoted items, as mentioned in Table-1.

- (viii) The average annual turnover statement for preceding three financial years i.e 2012-13, 13-14, 14-15 duly signed by the bidder, duly verified by the Chartered Accountant attested by notary public and supported by balance sheets/issued by the Central Excise Department. The annual turnover for the year 2015-16 may also be considered, if it is audited/authenticated by the competent authority.
- (ix) Copies of annual accounts (balance sheet & profit & loss statements) certified by the auditors for the preceding three financial years may also be asked.
- (x) **Notarised** copy of latest Sales Tax/VAT clearance issued by commercial tax officer of the circle concerned, from where supplies will be affected, shall be submitted.
- (xi) Declaration regarding point of supply with full address in bid submission letter.
- (xii) 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 must be submitted on Non-Judicial stamp paper of Rs. 200/- in prescribed format (Annexure XIV) duly notarized for each item quoted in bid.

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).

- (xiii) The declaration from the bidder regarding qualifications (Annexure XIV).
- (xiv) The bidder should submit a declaration giving details of plant and machinery, staff, production capacity achieved, factory area, etc. on non-judicial stamp paper of Rs. 50/- duly notarized in enclosed performa (**Annexure VII**).
- (xv) **The bidder, in case of dealer 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.
- (C) The point of supply should be specified as has been requested in bid conditions above.
- (D) The bidder may be asked to submit its annual accounts (Profit & Loss account & Balance Sheet etc.).

2.7	Financial Bid duly filled in (Annexure III/BOQ) giving the rates for quoted items should be uploaded through e portal www.jktenders.gov.in . 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 fee shall be deposited through demand draft & the EMD in form of FDR/CDR pledged in favour of Chief Accounts Officer, JKMSCL the in the corporate office of Jammu and Kashmir Medical Supplies Corporation, Jammu/Srinagar 02 days before the last date and time of bid submission.

	All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the JKMSCL on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.
2.9	<p>(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the articles of association of the bidder company.</p> <p>(ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Jammu and Kashmir Medical Supplies Corporation, J&K and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.</p>
2.10	The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then scanned copy be uploaded on the e.portal https://www.jktenders.org except the final bid (BOQ).
3	BID SECURITY:
	<p>(i) Bid shall have to be accompanied with a scanned copy of FDR/CDR as bid security i.e Rs. 1.00 lacs. However, the FDR/CDR as bid security shall have to be submitted before the opening of technical bid. Bids submitted without sufficient bid security shall be summarily rejected.</p> <p>(ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:-</p> <ol style="list-style-type: none"> the expiry of validity of bid security; the execution of agreement for procurement and performance security is furnished by the successful bidder; the cancellation of the procurement process; or the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted. <p>Bidder should produce a pre stamp receipt as per Annexure VIII with the bid document for that purpose.</p> <p>(iii) The bid security lying with the JKMSCL in respect of other bids awaiting approval or rejection or on account of contracts being completed, shall not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item.</p> <p>(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.</p>
4	FORFEITURE OF BID SECURITY: -
	<p>The bid security shall be forfeited if:</p> <ol style="list-style-type: none"> The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid, 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), The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement, The bidder fails to commence the supply of the items as per supply order within the time prescribed, The bidder fails to provide the demonstration of quoted item on demand The bidder violates any of the terms & conditions of the bid document.

5	GUARANTEE CLAUSE:-
	<p>(i) The bidder would guarantee that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and performs as per descriptions, from the date of delivery/ installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise.</p> <p>(ii) The bidder shall, during the guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment operative.</p> <p>(iii) In case of the machinery or equipment, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall have to ensure that consumables required for the maintenance of machine/equipment are being supplied free of cost for a period of not less than 06 months. The adequate regular supply of spare parts and consumables 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. The cost of films (MRI/CT) are not be considered as part of consumables.</p> <p>(iv) In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Jammu and Kashmir Medical Supplies Corporation, J&K along with interest to the tune of 1.5% per month from the date of release of payment . The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test / inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.</p>
6	MARKING
	All instruments/equipments and accessories supplied should bear marking “JKMSCL SUPPLY 2015-16” or as mentioned in supply order in English, without which the supply will not be entertained. However in case of imported item(s)/foreign manufactured products, the supplies may be arranged without logogram.
7	APPLICABILITY OF TAXES
	C-Form shall be issued by JKMSCL for charging CST at concessional rate against supplies made as per order. The invoice should show the concessional rate of CST separately.
8	COMPARISON OF RATES:
	<p>(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.</p> <p>(ii) In comparing the rates quoted by a firm from outside J&K and another bidder from within the state, the element of Central Sales Tax shall be added in the rates of the from outside J&K and VAT, if any, shall be excluded from the rates quoted. While comparing</p>

	<p>the rates in respect of firms within J&K, the element of J&K VAT or CST shall be excluded from the rates quote.</p> <p>(iii) 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.</p> <p>(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.</p> <p>(v) Excise duty or surcharge prevailing on the date of submission of bid rate must be included in the net rate and should also be shown separately in the Financial Bid. In the event of any subsequent variation (increase or decrease) in the rate of excise duty, VAT or CST by the government (state or central), the same will be admissible accordingly.</p> <p>(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.</p> <p>(vii) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialled with dates. Element of the VAT or central sales tax should be mentioned separately.</p> <p>(viii) 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.</p> <p>(ix) No part of the bid document should be detached / deleted.</p> <p>(x) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice.</p> <p>(xi) For comparison of rates, the average comprehensive annual maintenance charges shall be added to the rate quoted for the equipments, if comprehensive annual maintenance is applicable.</p>
9	DEMONSTRATION
	<p>(i) The bidder may be asked to demonstrate the technique, procedure and utility of equipment 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 equipment and arrange all logistics within the time frame as and when asked by the JKMSCL. After the due date, no request of the bidder/firm shall be entertained for demonstration.</p>
10	PERFORMANCE SECURITY (P.S.) AND AGREEMENT:
	<p>(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 (Annexure AVII) shall be uploaded.</p> <p>(ii) The period of rate contract shall be 12 months from the 1st day of next month of agreement signing month. The Managing Director, JKMSCL can extend the original rate contract subject to original terms and conditions for a period deemed fit by them, but not</p>

exceeding three months, for which the bidder shall abide.

- (iii) Successful bidders, whose offers are accepted shall have to deposit performance security @5% of the value of the supply order in favour of Chief Accounts Officer, JKMSCL within 15 days from the date of issuance of letter of intent. The performance security shall be deposited in the form of FDR/CDR/B.G (Bank Guarantee). However, the bank guarantee shall be for a validity period of six months, beyond the guarantee period sought for the item.
- (iv) 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.
- (v) The Performance Security: The Performance Security (P.S.) shall be 5% of the total value of stores ordered for supply. The payment shall not be released against supplies until the additional Performance Security due is deposited by the supplier or additional.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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;
- (x) 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.
 - (ii) Comprehensive maintenance agreement, if applicable.
- (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 25% of total deposited performance security amount shall be retained as Performance Security against the security of Comprehensive Maintenance Contract (CMC). If there is any default in comprehensive maintenance service, the corporation may forfeit the performance security, as described under different clauses or any other recovery from this Performance Security.
- (xvi) 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:
	<ul style="list-style-type: none"> (i) Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of letter of communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 60 days or as specified in the supply order. (ii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. (iii) In case of imported items, 30 days shall be given in addition to above mentioned period, (iv) Except, for equipments / machinery, which requires installation / commissioning, all other supplies shall have to be to FOR district drug warehouse only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be JKMSCL. (v) To ensure sustained supply without any interruption, the Managing Director, JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders as matched L1 supplied at matched L1 rates. In such a case, the requirement may be met by dividing be quantity among the rate contract holders considering the quantity required and dedicated capacity of the successful bidders. (vi) The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders. (vi) It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained. (vii) The quantities indicated in the Table 1 are mere estimates and are intended to give an idea to the prospective bidder. The figures indicated do not constitute any commitment on the part of corporation 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 whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity shall be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
12	SUBMISSION OF CONTRACT COMPLETION REPORT
12.1	A consolidated statement (Annexure X) shall be submitted to General Manager, EPM by the 10 th of each month. Every time the statement should contain details of all orders placed under the contract.
12.2	Firms shall have to submit consolidated statement (Annexure X) in duplicate at the end of rate contract well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable JKMSCL to examine the case for refund of performance security.
12.3	The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/dealer with copy to JKMSCL for further follow up..
13.	TERMS OF PAYMENT:-
	<ul style="list-style-type: none"> (i) Only after the receipt of certificate of satisfactory installation/commissioning of the equipment/machinery, as well as training of personnel's of institution/speciality in handling of the machine, duly signed by the technical panel constituted by the corporation, duly authenticated by the HODs of the end user institute/speciality, the file for payment of the said equipment(s) shall be processed. (ii) Only in case, space for installation of machine is not available/provided by the end user institute, part payment upto 50% as deemed fit by the corporation shall be released subject to the condition that the end-user shall give in writing regarding their responsibility for any fault

	<p>arise after installation/commissioning in later stage.</p> <p>(iii) In case of delayed supplies, deduction of liquidated damages as per provisions shall be made from payments. The firms shall seek time extension from the JKMSCL before delayed dispatch of supplies.</p> <p>(ii) Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.</p> <p>(iii) No advance payments towards cost of items will be made to the bidder.</p> <p>(iv) All bills/invoices should be raised in triplicate and in the case of excisable items, the bills should be drawn as per central excise rules in the name of the authority concerned.</p> <p>(v) Payment(s) to authorised dealer/agents shall be made as per tripartite agreement only.</p> <p>(v) If at any time during the period of contract, the price of bid items is reduced or brought down by any law or act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform JKMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.</p> <p>(vi) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned excise authorities for having paid additional excise duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of excise duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.</p> <p>(viii) In case of successful bidder has been enjoying excise duty exemption on any criteria, such bidder will not be allowed to claim excise duty at later point of time during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.</p> <p>(ix) If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment will be made/decided by JKMSCL</p>
14	LIQUIDATED DAMAGES:
	<p>(i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from JKMSCL.</p> <p>(ii) In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at such rates, as given below, of value of stores which the bidder has failed to supply :-</p> <p>(a) Delay up to one- fourth period of the prescribed delivery period - 2.5%</p> <p>(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%</p> <p>(c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - 7.5%</p> <p>(d) Delay exceeding three- fourth of the prescribed period -10% fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.</p> <p>(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to JKMSCL for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply.</p>

	<p>The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by JKMSCL after sanction of extension in delivery period.</p> <p>(iv) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage that too after thorough consideration by the Managing Director, JKMSCL.</p> <p>(v) 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.</p>
15	<p>(i) JKMSCL shall procure the machinery & equipment for the Health & Medical Education Institutes of J&K State, inter-alia.</p> <p>(ii) The funds shall be transferred to JKMSCL with indent form and supply orders shall be placed by JKMSCL to suppliers.</p>
16	RECOVERIES
	<p>(i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, recourse will be taken under or any other law in force.</p> <p>(ii) Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.</p>
17	INSPECTION:-
	<p>(i) The equipments supplied shall be according to specifications provided at Section IV (3) schedule of supply and may be inspected by the technical panel/team constituted for the purpose by JKMSCL deemed fit on the site of manufacturer (in case of Indian manufacturer)/ importer (importer site). The manufacturer/importer shall facilitate the demonstration of the said machine/equipment/on the site only. After the receipt of "Certificate of satisfaction" from the technical panel, the supply order shall placed. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The machine/equipment shall be further inspected at the time of installation/commissioning at site i.e the end user site. The supplier shall provide all facilities for inspection/testing free of cost.</p> <p>(ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his representative may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract.</p> <p>(iii) In case of doubts in inspection/ test, same may be got inspected or tested in any</p>

	<p>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.</p> <p>(iv) In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.</p>
18	PACKING AND INSURANCE
	<p>(i) The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.</p> <p>(ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.</p> <p>(iii) Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the JKMSCL and the same shall not be returned to him.</p>
19	REJECTION
	<p>(i) Articles not as per specifications/or not approved shall be rejected by the JKMSCL and will have to be replaced by the supplier firm at his own cost within 15 days or as time limit fixed by the JKMSCL.</p> <p>(ii) The equipment & the allied accessories 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. In case of any material of which there are no standards or approved, 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, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.</p> <p>(iii) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.</p> <p>(iv) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has performance security as per condition No. 18). Joint inspection of defective material may be carried out as required by the JKMSCL.</p>

	<p>(v) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification.</p> <p>The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.</p>
20.	CORRECTION OF ARITHMETIC ERRORS
	<p>Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis:</p> <p>(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;</p> <p>(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.</p> <p>(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.</p> <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.</p>
21	PROCURING ENTITY'S RIGHT TO VARY QUANTITY:
	<p>(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.</p> <p>(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.</p> <p>(iii) 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.</p>
22.	PARALLEL RATE CONTRACT
	<p>The JKMSCL may also execute parallel rate contract to with more than one firm for each item on the lowest approved rates on the same terms and conditions, if the original lowest one each not in a position to supply material as per JKMSCL requirement.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>

	<p>the placement of supply orders.</p> <p>(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</p> <p>(vi) The bidder who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT, etc.) of rates (L-1 rates).</p> <p>(vii) The supplier, on receipt of the supply orders deems that the purchase orders exceeds the production capacity declared in the bid documents and the delay would occur in executing the order, shall inform the JKMSCL immediately without loss of time and in executing the order, shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.</p> <p>(viii) If the L-1 supplier has failed to supply / intimated JKMSCL about his inability / delay in supply as per the supply order, the required items within the stipulated time or as the case may be, JKMSCL may also place purchase orders with the matched L-1 Bidders for purchase of the items provided such matched L-1. Bidders shall execute necessary agreement indicating the production capacity as specified in the bid document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the item quoted by them.</p> <p>(ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be flowed in case of L-3, L-4, etc.</p> <p>(x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the bid and all provisions of the bid document applicable to L-1 rate bidder will apply mutatis mutandis to the matched L-1 supplier.</p> <p>(xi) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify JKMSCL, without any protest or demur, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due / payable to the supplier.</p> <p>(xii) Parallel rate contract may be concluded as described above during any time / currency of rate contract subject to matching of L-1 rates, price fall clause and on same terms and conditions.</p>
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23	VALIDITY OF BID:
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	Bids shall be valid for a period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
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24	PRICE ESCALATION:
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	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.
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25	SUBLETTING OF CONTRACT:
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	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
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	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.
26	FALL CLAUSE:-
	<p>(i) 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 in the state of J&K. If any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the JKMSCL, J&K and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.</p> <p>(ii) The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days to JKMSCL. Similarly, if parallel rate contract holding firm reduced its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.</p>
27.	COMPREHENSIVE MAINTENANCE CONTRACT (CMC)
	If required, Bidder shall execute a CMC with the Managing Director JKMSCL, J&K as described in Annexure XI and GCC (general conditions of the contract) clause No. 5. The rates for maintenance shall be applicable as quoted in [BOQ]. CMC will only be commence after the guarantee period and on a written request made by the concerned procurement officer / user medical institutions to the firm. The firm shall abide itself by the terms and conditions of CMC.
28	GRIEVANCE / APPEAL
28.1	In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission.
28.2	If the officer designated as Arbitrator fails to dispose of the grievance filed within the period or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be. The Designation and address of the final Appellate Authority is Secretary, Health and Medical Education Department, J&K.
28.3	<p>(i) Appeal not to lie in certain cases</p> <p>No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-</p> <ol style="list-style-type: none"> (a) Determination of need of procurement; (b) Provision limiting participation of Bidders in the Bid process; (c) The decision of whether or not to enter into negotiations;

28.4	<p>(d) Cancellation of a procurement process;</p> <p>(e) Applicability of the provisions of confidentiality.</p> <p>Form of Appeal:</p> <p>(a) An appeal under Para (28.1) or (28.2) above shall be in the Form (Annexure-) along with as many copies as there are respondents in the appeal.</p> <p>(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.</p> <p>(c) Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.</p> <p>Fee for filing appeal:</p> <p>(a) Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only), which shall be 50% refundable, when the case has been proven true.</p> <p>(b) The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.</p> <p>Procedure for disposal of appeal:</p> <p>(a) Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.</p> <p>(b) On the date fixed for hearing, the Appellate Authority shall,-</p> <p>(i) Hear all the parties to appeal present before him; and</p> <p>(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.</p> <p>(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.</p> <p>(d) The order passed under sub-clause (c) above shall be placed on the J&K State tender Portal, www.jktenders.nic.in.</p> <p>If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc, the bidder has to deposit Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.</p>
29	<p>COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST :</p>
	<p>Any person participating in a procurement process shall-</p> <p>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;</p> <p>b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</p> <p>c) Not indulge in any collusion, bid rigging or any-competitive behaviour to impair the</p>

	<p>transparency, fairness and progress of the procurement process;</p> <p>d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;</p> <p>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;</p> <p>f) Not obstruct any investigation or audit of a procurement process;</p> <p>g) Disclose conflict of interest, if any; and</p> <p>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.</p> <p>Conflict of Interest :</p> <p>The bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to :</p> <p>a. Have controlling partners/shareholders in common; or</p> <p>b. Receive or have received any direct or indirect subsidy from any of them; or</p> <p>c. Have the same legal representative for purposes of the bid; or</p> <p>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</p> <p>e. The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or</p> <p>f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or services that are the subject of the bid; or bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in charge/consultant for the contract.</p> <p>Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.</p>
<p>30</p>	<p>DISPUTE SETTLEMENT MECHANISM (ARBITRATION)</p>
	<p>If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the parties to the Managing Director JKMSCL, J&K who will appoint his senior most official as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (JKMSCL or contractor) shall have to be lodged in courts situated at Jammu / Srinagar in J&K and not elsewhere.</p>
<p>31</p>	<p>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.</p>
<p>32</p>	<p>(i) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids.</p> <p>(ii) Supplier may be disqualified, banned or suspended from business during the rate contract if :</p> <p>(a) fails to execute a contract or fails to execute it satisfactorily ;</p> <p>(b) no longer has the technical staff or equipment considered necessary ;</p> <p>(c) is declared bankrupt or insolvent or its financial position has become unsound, and in</p>

	<p>the case of a limited company, it is wound-up or taken into liquidation ;</p> <p>(d) The firm is suspected to be doubtful loyalty to state.</p> <p>(e) The State Bureau of Investigation (SBI) or any other Investigating agency recommends such a course in respect of a case under investigation.</p> <p>(f) Managing Director JKMSCL, J&K is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.</p>
33	No action on the letter head of the bidder /firm regarding any complaints against the JKMSCL will be considered unless the letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.
34	<p>(i) If any certificate/documents/information submitted by the bidder found to be false/ forged/ fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.</p> <p>(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.</p>
35	The JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
36	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
37	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
38	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 XII shall be treated as acceptance of all the terms and conditions of the bid document.
39	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.
40	JURISDICTION:- All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in J&K only.

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

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

Clause No.	Particulars
1.	Technical details, bid security, tender cost, tender processing fee and all other required documents should be uploaded under Cover "A" Technical Bid and financial details (BOQ) should be uploaded under Cover "B" . The documents submitted/uploaded at the time of registration needs not to be uploaded in technical bid. 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 guarantee with spare parts for item(s), as mentioned in Technical specification (from the date of installation / demonstration). Acceptance of comprehensive maintenance contract after expiry of guarantee period should be submitted with the cover "A" and rates in cover "B" respectively.
4.	Conditional bids shall not be considered.
5.	List of consumable items is to be provided in technical bid which is not covered under the guarantee; otherwise all the consumables will be treated as spare parts covered under the guarantee and CMC. The cost of films (MRI & CT) are not considered as consumables.
6.	Transshipment shall be permitted and partial shipment not allowed.
7.	Normally, payment shall be released after installation, demonstration and successful commissioning of equipment/machine and satisfactory operational training.
8.	The bidder should quote rates in Indian rupees and payment will be made in Indian rupees (INR) only.
9.	All certificates should be valid on the date of submission of bids and issue of supply order.
10	The bidder should have well equipped local service centre in India preferably in J&K.
11.	<p>i. The bidder shall be a manufacturer/direct importer/authorised dealer of the original manufacturer/importer who must have manufactured/ imported and supplied and installed this equipment(s) in India satisfactorily. The list of such installation of the equipments may be asked from the bidder in verification of Annexure XVIII information and he should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate).</p> <p>ii. The merger / amalgamation / transfer of business / transfer of assets etc. of a firm affects the bid condition relating to 'past performance' and 'turn over' 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.</p>

12.	In case of imported item, the bidder will have to produce third party inspection report from NABL approved/accredited laboratory or DGS&D or Central/State Govt. laboratory or Central/State Govt. approved laboratory pertaining to specification and performance of each supplied machine/equipment with the consignment. All expenses regarding third party inspection will be borne by the bidder.
13.	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.
14.	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.
15.	In case the item approved by the JKMSCL is procured by any other department on the rate contract of JKMSCL, the administrative charges to the extent of 5% of the invoice value shall be deposited by the approved firm or else, the firm/supplier shall be liable to be penalised which may lead to blacklisting/debarring from entering into the tender process for not less than 05 years by JKMSCL besides forfeiture of earnest money or any other action as deemed fit by the Managing Director, JKMSCL.

APPLICABILITY OF CLAUSES: - All the clauses from 1 to 40 of general terms and conditions and from 1 to 15 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited

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

Signature of bid with seal

Section VI C: Contract Forms (CF)

Table of contents

S.No.	Description	Pages
1.	Letter of Acceptance (Annexure A1)	
2.	Agreement Form (Annexure AII)	
3.	Schedule of Rates (Annexure AIII)	
4.	Affidavit under price fall clause of Contract (Annexure AIV)	
5.	Form for bank guarantee (on bank letter head) (Annexure AV)	
6.	Registration Format (Annexure AVI)	
7.	Declaration regarding acceptance of terms & conditions of tender document by the bidder (Annexure AVII)	
8.	Technical Specifications (Annexure AVIII)	

LETTER OF ACCEPTANCE

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

Sub :- Acceptance of the bid rates for the item

Ref :- Your bid no. dated

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

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

Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited

(On Non – Judicial Stamp Paper of)

AGREEMENT

1. This deed of agreement is made on this day of2015 for the contract period from ending of equipment (s) ----- between M/s ----- represented by Shri Proprietor/Managing Director/Managing Partners having its registered office at and its factory premises at (hereinafter called “**the approved supplier**”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and Jammu and Kashmir Medical Supplies Corporation Limited represented by its Managing Director having its Corporate office at Jammu and Srinagar (hereinafter referred to as “**The Procuring Entity**” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the procuring entity, the equipments and other supplies with specifications mentioned in the schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the JKMSCL of the State of J&K at its head office as well as at offices/consignees throughout jurisdiction of the JKMSCL, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (approved rate -----) of the said attached schedule.
3. And whereas the approved supplier has deposited with the procuring entity a sum of -----(**in words -----only**) as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term “**Agreement**”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of equipments and for JKMSCL, the instruction to bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii) (a) The agreement if for the supply by the supplier to the procuring entity of equipments and instruments specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the agreement.
 (b) The agreement shall be deemed to have come into force with effect from the date and it shall remain in force for a period of twelve months or as for extended period.
 (c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the procuring entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the procuring entity. The supplier shall supplies for the equipments and on the basis of the supply orders placed by the procuring authorities specifying the quantities required to be supplied at the specific location in the state of J&K as mentioned in bid document.
4. **Now these Presents witness:**
 - (i) In consideration of the payment to be made by the JKMSCL or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in schedule of rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (ii) The conditions of the bid and contract for open bid enclosed to the bid notice No.....

.....dated & corrigendum no..... dated : and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

- (iii) Letters received from bidder and letters issued by JKMSCL in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
- (iv) (a) JKMSCL do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, JKMSCL will through demand draft/RTGS transfer or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (b) The mode of payment will be as specified in terms & conditions of the bid i.e. through RTGS /demand draft etc.

5. The delivery shall be completed within the period noted below from the date of supply order:-

Sno	Items/Quantity	Delivery Period
1	As per supply order	As per terms & conditions of bid

- 6. (i) The time specified for delivery in the bid form shall be deemed to be the Essence of the contract and the successful bidder shall arrange supplies Within the period on receipt of order from the procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply :-
 - (a) Delay up to one fourth period of the prescribed delivery period 2.5 %
 - (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period 5%
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period 7.5%
 - (d) Delay exceeding three fourth of the prescribed delivery period. 10% Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iv) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the supplier.

7. Termination of Contract on Breach Of Condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
- (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfil and keep, all or any one or more or any part of any one of the covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses,

difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

- (c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and there upon the provision of clause (a) above shall apply.
- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the contract/agreement by the procuring entity.
- (iii) **Notice etc. in writing**
All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.
- (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.
- (v) **Bankruptcy of the supplier** : In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.
- (iv) **Serving of notice on supplier**: - All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. **Dispute settlement:-**

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Managing Director JKMSCL and the decision of the Managing Director JKMSCL, J&K shall be final as per bid terms and conditions.

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

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the parties to the Managing Director JKMSCL who will appoint his senior most officials as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (JKMSCL or contractor) shall have to be lodged in courts situated at Jammu and Kashmir and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the Govt. Of India/other state governments, the approved supplier will have to notify JKMSCL and reduce the rates in the same proportion.
10. The firm shall furnish consolidated statement of supplies made to JKMSCL by the 10th of next month as per terms and conditions of the bid.
11. All terms and conditions of the bid shall be an integral part of the contract.

12. **JURISDICTION:**

All actions, proceedings and suits arising from or connected to this agreement shall be subject to the exclusive jurisdiction of courts in J&K.

In witness where of the parties here to have set their hands on the day of 2015.

Signature of the approved Supplier with Seal

Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited
Jammu / Srinagar

Witness-1

Witness-1

SCHEDULE OF RATES

M/s

Name & Detail of item-.....

S. No	Name of approved item(s) with full specification	Brand/ Make	Packing Unit	Approved Rate Per Unit ()
1	2	3	4	5

Managing Director
 Jammu and Kashmir Medical Supplies
 Corporation Limited

Signature of Approved Supplier
 with Seal

TO BE SUBMITTED ON 100/-NON-JUDICIAL STAMP

Affidavit under price fall clause of Contract

I.....S/o Sh.....Aged.....year
Manager/Partner/Prop.....M/s do hereby
take oath and state as under:-

1. That I am.....of the said Firm/Company/supplier and well conversant with the matter related to the Contract No.with JKMSC for the item (s)..... which was awarded to our company/firm.
2. That the price of said item (s) has neither been quoted or reduced in any other tender nor had supplied the same item to any one at a price lower than the Contract price anywhere in the state of J & K at any time during the currency of the Contract.

(Deponent)

(On bank's letter head)

FORM OF BANK GURANTEE

To

Managing Director,
Jammu and Kashmir Medical Supplies Corporation Ltd.
Jammu.

Whereas the Managing Director, Jammu and Kashmir Medical Supplies Corporation Ltd. (hereinafter called the "procuring entity/JKMSCL") having entered into an agreement No. dated..... with M/s (hereinafter called the "approved supplier") for..... (Name of item) here-in-after called "the said agreement" under which the Supplier(s) M/s have applied to furnish Bank guarantee (B.G) to make up the full performance security.

1. In consideration of the JKMSCL having made such a stipulation in agreement. We.....) Indicate the name of the bank) here-in-after referred to as "the Bank" at the request of M/s.....supplier(s) do hereby undertake to pay to the JKMSCL amount not exceeding Rs. (Rupees..... only) on demand of JKMSCL.
2. We..... (indicate the name of bank), do hereby undertake to pay Rs..... Any demur or delay, merely on a demand from the JKMSCL any such demand made on the bank by the JKMSCL shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the JKMSCL and we..... (indicate the name of bank), bound ourselves with all directions given by JKMSCL regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees..... only).
3. We..... (Indicate the name of Bank), undertake to pay to the JKMSCL any money. So demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court of Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We..... (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said agreement and that it shall continue to be enforceable till all the dues of the JKMSCL under or by virtue of the said agreement and that it shall continue to be enforceable till all the dues of the JKMSCL under or by virtue of the said agreement have fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee.
5. We..... (indicate the name of bank), further agree with the JKMSCL that the JKMSCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time to performance by the said Supplier(s) from time to time or to postpone for any time or from time any of the powers exercisable by the JKMSCL against the said supplier forbear or enforce any of the terms and conditions relating to the said Agreement and forbear or enforce any of the terms and condition relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier(s) or for any forbearance act or omission on the part of the JKMSCL or any indulgence by the JKMSCL to the said Supplied(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the supplier.
7. We..... (indicate the name of bank), lastly undertake not to revoke this guarantee except with the previous consent of the JKMSCL in writing.
8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the JKMSCL. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs..... (Rupees..... only).
9. It shall not be necessary for the JKMSCL to proceed against the supplier before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the JKMSCL may have obtained or obtain from the Supplier.
10. The bank guarantee shall be payable at the Jammu. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expiry on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted Rs.-/- (Rupees) and our guarantee shall remain in force up to date unless a demand or claim under the guarantee is made on us in writing or by e-mailing on or before date therefore, after date all your rights under the guarantee shall be forfeited and we shall be relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated..... day of for and on behalf of the bank (indicate the bank).

Signature & Designation

E-mail address.....

The above bank guarantee is accepted by the Managing Director, Jammu and Kashmir Medical Supplies Corporation Ltd.

Signature

For & on behalf of M.D JKMSCL

Guidelines for Registration/ Empanelment are as under:

1. The registration fees of Rs. 1,00,000/- (Rs One lakh only) per group by the Original Manufacturer, Direct Importers, Authorised Representative(s), Agent(s) and Dealer(s) of various Original Manufacturers/ Direct Importers and Rs 50,000/- (Rs fifty thousand only) per group by SSI Units of J&K state only, associated with the production/ business of equipments and machineries falling under various groups, shall have to be paid in the form of Demand Draft only drawn on any scheduled/ nationalised bank in favour of Jammu and Kashmir Medical Supplies Corporation Limited payable at Jammu/ Srinagar.
2. Manufacturers/ firm placed abroad shall have to pay in INR equivalent to 5,000/- dollars (five thousand dollars only) per group for direct participation in any of the bidding process for the supply of machineries and equipments to JKMSCL in the form of Demand Draft only as given in condition no. 1 above.
3. The registration with regard to machinery and equipment shall be valid for a period of five years from the date of issuance of registration no./ certificate which shall further be renewed thereafter keeping in view the genuineness / performance of firms/ bidders with regard to timely and quality supply / AMC or CMC of the items ordered for, by JKMSCL during the preceding years.
4. The registration fees shall be **NON-REFUNDABLE..**
5. The registration/ empanelment shall in no case be renewed for the original manufacturer(s), Importer(s), Authorised Representative(s), Dealer(s), Agents and Suppliers, which are/were declared as defaulters on one or more grounds including non compliance / delay in the execution of AMC/CMC; by JKMSCL or any of the Central/ State Government procuring agency(ies) or any other Corporation with Union of India.
6. The authorised representative(s), dealer(s), supplier(s), agent(s) blacklisted/ debarred for any default(s) with regard to its authorisation/ representation or otherwise, by/ for any of the original manufacturer(s)/ Importer(s) shall not be allowed to register / for renewal of registration.
7. Firms / bidders i.e. Original Manufacturers (including SSI units of J&K State), Direct Importers and their Authorized representatives, agents and dealers shall have to submit documents as per the details mentioned below, along with an application for registration on the letter head of the company / duly signed and sealed by the proprietor / Managing Director / Chairman / Authorized Signatory.

Note: In case of Authorized Signatory, latest original letter of Authorization (issued not before one month) authenticating the signatures and photo of the authorized signatory shall also have to be enclosed along with the application.

FORMAT FOR REGISTRATION OF MANUFACTURERS / SSI Unit.

1. **Name of the Firm**_____

(In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)

2. **Address**_____

3. a) **Contact No. L. Line**_____**Mob**_____b) **email ID**_____

4. **Group Registration**_____

5. **Registration No:-**

a) With Department of Industries & Commerce

(SSI Units of J&K Only) _____

b) With Sales Tax Department _____

c) With Excise Department (GOI) _____

d) Any other _____

6. **Registration fee (in the form of Demand Draft drawn on any scheduled/ Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

D.D. No_____ **Bank Drawn From**_____

IFSC Code_____ **Date of Drawal**_____ **Valid upto**_____

Check List For Manufacturers/ SSI Units:

- a. Non Conviction certificate.
- b. Sales tax registration VAT/CST, copy of Tin No.
- c. Latest Sales tax clearance certificate.
- d. Average Annual Turnover Certificate for last three financial years (duly certified by Chartered Accountant)/Issued by the Central Excise Department.
- e. Copy of Product permission certificate/ license issued by licensing authority.
- f. Copy of PAN card supported by income tax assessment certificate of last 03 financial years
- g. Quality certification(s) of the manufacturer like ISO / ISI /OEM/ CE/ USFDA, etc.
- h. EM-II Certificate for each quoted product from NSIC/MSME/Industries department.
- i. BIS License with schedule for ISI marked products.
- j. State of manufacturing capacity.
- k. Statement of plant & machinery.
- l. Statement of past supplies and performance.

- m. Excise registration, if applicable
- n. Company memorandum
- o. Constitution of company
- p. Board member resolution.
- q. Product permission manufacturing certificate/license.
- r. Market standing certificate issued by Licensing authority.
- s. Details of technical personnel employed.
- t. Non-blacklisting declaration.
- u. Registration format (duly filled)

NOTE: Format shall have to be annexed along with written request on Letter Head duly signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

FORMAT FOR REGISTRATION OF DEALERS / IMPORTER.

1. **Name of the Firm**_____

(In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)

2. **Address**_____

3. a) **Contact No. L. Line**____**Mob**____b) **email ID**_____

4. **Group Registration**_____

5. **Registration No:-**

a) With Department of Industries & Commerce
(SSI Units of J&K Only) _____

b) With Sales Tax Department _____

c) With Excise Department (GOI) _____

d) Any other _____

6. **Registration fee (in the form of Demand Draft drawn on any scheduled/ Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

D.D. No_____ **Bank Drawn From**_____

IFSC Code_____ **Date of Drawal**_____ **Valid upto**_____

NOTE: Format shall have to be annexed along with written request on Letter Head duly

signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

Checklist for Dealers / Importer:

- a. Copy of PAN Card of the firm/proprietor
- b. Copy of TIN No.
- c. Non Conviction certificate of dealer / importer.
- d. Authorization letter from manufacturers/direct importer.
- e. Non-Conviction certificate of manufacturer.
- f. Copy of Average Annual Turnover certificate for last three financial years of manufacturers / Direct Importer.
- g. Quality certification of the manufacturer like ISO / ISI / IEC, etc.
- h. Permission / authorization for sale from the foreign principal / manufacturer (if applicable).
- i. IEC Certificate and permission/authorization or sale from the foreign manufacturer.
- j. Registration format (duly filled).

**Sig. of Authorized Signatory of firm/ Bidder along
with Seal.**

Certified that the information(s) furnished above is/are correct and noting has been concealed to best of my knowledge. I/we shall be held personally responsible for any wrong information(s).

Important Note:

- 1. All the copies should be notarized.**
- 2. The dealer/importer shall have to submit the documents/details of manufacturer as mentioned above in addition to his own particulars/documents.**
- 3. The firm shall have to upload online registration form as well submit the documents in physical form in the office of Jammu & Kashmir Medical Supplies corporation, Jammu/Srinagar.**
- 4. The documents submitted at the time of registration need not to be uploaded in the technical bid. The documents submitted at the time of registration shall be considered for technical evaluation. However, where the validity of the documents is expired at the time of uploading of tender, the firm shall upload the latest documents in the technical bid. The information of such documents shall immediately be informed to the registration section of JKMSCL for updation of records.**

UNDERTAKING ON THE LETTER HEAD OF THE BIDDER

UNDERTAKING – IN ACCEPTANCE TO THE TENDER DOCUMENT

Managing Director,
Jammu & Medical Supplies Corporation Ltd.

Subject : Acceptance of terms & conditions of Tender Document for MRI SCAN 1.5 TESLA .

Sir,

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

(Signature of the bidder)

Name and address of the bidder

With photograph

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

Annexure :AVIII

	Whole Body 1.5 Tesla MRI System	The installation and commissioning of MRI Scanner is on turnkey basis and JKMSCL shall provide built up area for installation and supplier is expected to renovate, install necessary civil infrastructure for safe installation of this scanner including all requisite furniture and fixtures.
S.No.	Product Code No.	MC0086
1.1	Clinical purpose	MRI is primarily used to identify diseases of the central nervous system, brain, and spine and to detect musculoskeletal disorders. It is also used to view cartilage, tendons, and ligaments. MRI can also be used to image the eyes and the sinuses. MRI can be used to help diagnose infectious diseases; to detect metastatic liver disease; to display heart-wall structure; to stage prostate, bladder, and uterine cancer. MRI can also be used as a functional imaging tool.
1.2	Used by clinical department/ward	Radiology Department
TECHNICAL CHARACTERISTICS		
2.1	Technical characteristics (specific to this type of device)	<p>1. MAGNET</p> <p>a. Whole Body 1.5Tesla Magnetic Resonance Imaging System optimized for higher performance in Whole Body and Vascular examinations with superconducting magnet, high performance gradients and digital Radio Frequency System.</p> <p>b. 1.5T active shielded super conductive magnet should be short and non- claustrophobic.</p> <p>c. It should have at least 70 cm patient bore with flared opening.</p> <p>d. Magnet length should be less than 200cm.</p> <p>e. Homogeneity of magnet should be less than 3.5 ppm over 45cm DSV</p> <p>f. The magnet should be well ventilated and illuminated with built in 2 way intercom for communication with patient.</p> <p>g. It should have a built in cryo-cooler such that helium consumption does not exceed 0.05 lit/ hour.</p> <p>h. Emergency Rundown Control at both operator console room and Gantry Room is a must.</p> <p>i. Fringe Field 0.5 Gauss line radius is essential.</p> <p>j. Front Panel of gantry should display table and patient position.</p> <p>2. SHIM SYSTEM</p> <p>a. High performance, highly stable shim system with global and localized automated shimming for high homogeneity magnetic field for imaging and spectroscopy.</p> <p>b. Auto shim should be available to shim the magnet with patient in position.</p> <p>3. GRADIENT SYSTEM</p> <p>a. Actively shielded Gradient system</p> <p>b. The gradient should be actively shielded with each axis having independently a slew rate of at least 200 T/m/s and a peak amplitude of 44 mT/m.</p> <p>c. The system should have efficient and adequate Eddy current compensation</p>

		<p>d. Effective cooling system for gradient coil and power supply</p> <p>e. Duty Cycle- 100% the gradient power amplifier.</p> <p>f. Usable 45 cm of FOV in all directions.</p>
2.1	Technical characteristics (specific to this type of device)	<p>4. RF SYSTEM</p> <p>a. A fully digital RF system capable of transmitting power of at least 15kw.</p> <p>b. It should also have at least 32 independent RF receiver channels with each having bandwidth of 1 MHz or more along with necessary hardware to support quadrature ICP array/Matrix coils. The highest receiver channels available with the vendor should be quoted.</p> <p>c. It should support Parallel acquisition techniques with a factor of up to 4 in 2D.</p> <p>d. Should allow remote selection of coils and / or coil elements.</p> <p>5. PATIENT TABLE</p> <p>a. The table should be fully motorized, computer controlled table movements in vertical and horizontal directions.</p> <p>b. A CCTV system with colour LCD display to observe the patient should be provided: Moving table angiography should be possible.</p> <p>c. There should be a hand held alarm for patients</p> <p>d. Light Localizer for patient positioning.</p> <p>e. Physiological signals display like ECG, Pulse and SPO2</p> <p>f. Patient load bearing capacity, minimum 200 Kg.</p> <p>6. MEASUREMENT SYSTEM</p> <p>a. Largest Field of View should be at least 45 cm in all axis.</p> <p>b. The measurement matrix should be from 128x128 to 1024x1024.</p> <p>c. Minimum 2D slice thickness mm should be equal to or less than 0.5</p> <p>d. Minimum 3D slice thickness mm should be equal to or less than 0.1</p>
2.1	Technical characteristics (specific to this type of device)	<p>7. COIL SYSTEM</p> <p>a. The main body coil integrated to the magnet must be Quadrature / CP. In addition to this following coils should be provided:</p> <p>b. Multichannel Head coils with at least 15 channel for high resolution brain imaging.</p> <p>c. Neuro-vascular Coil with 16 or more channels or Head / Neck Coil combined, capable of high resolution neuro-vascular imaging</p> <p>d. Atleast 32 Channel Spine Array/Matrix Coils for thoracic and lumbar spine imaging.</p> <p>e. Body Array/Matrix coil with at least 38 cm z axis coverage for imaging of abdomen, angiograms and heart with atleast 18-32 channel.</p> <p>f. Suitable Cardiac Coil</p> <p>g. Dedicated 8 channel extremity coil.</p> <p>h. Bilateral Breast Coil with at least 4 channel with fully functional spectroscopy.</p> <p>i. Dedicated Shoulder Coil with atleast 8 channels</p> <p>j. Dedicated Knee Coil with atleast 8 channels</p> <p>k. General purpose flexible coil with small and large size</p> <p>l. Coil Storage Cart from manufacturer.</p> <p>m. The system should continuously monitor the RF coils used during scanning to detect failure modes. RF coils should not require either set up time or coil tuning; Multi coil connection for up to 2 or more coils</p>

		<p>simultaneous scanning without patient repositioning.</p> <p>8. APPLICATION SEQUENCES</p> <p>a. The system should have basic sequences package with Spin Echo, InversionRecovery, Turbo Spin Echo with high turbo factor of 256 or more, Gradient Echo with ETL of 255 or more, FLAIR or equivalent .</p> <p>b. Single slice, multiple single slice, multiple slice, multiple stacks, radial stacks and 3D acquisitions for all applications.</p> <p>c. Single and Multi shot EPI imaging techniques with ETL factor of 255 or more</p> <p>d. Fat suppression for high quality images both STIR and SPIR.</p> <p>e. The system should acquire motion artifact free images in T2 studies of brain in restless patients</p>
2.1	Technical characteristics (specific to this type of device)	<p>f. Dynamic study for pre and post contrast scans and time intensity studies</p> <p>g. MR angio Imaging: Should have 20/30 TOF, 20/30 PC , MTS and TONE, ceMRA, Facilities for Accelerated time resolved vascular imaging with applications like Treats/Tracks/Tricks sequences.</p> <p>h. Fat and water excitation package. Diffusion Weighted Imaging, with at least b value of 5000 or more.</p> <p>i. Bolus chasing with automatic and manual triggering from fluoro mode to 3D acquisition mode with moving table facility.</p> <p>j. Non contrast enhanced peripheral angiography for arterial flow with Native/Trance/enhance sequences</p> <p>k. Whole body screening imaging studies for metastasis</p> <p>l. High resolution Abdominal and Liver imaging in breathhold and free breathing modes with respirator triggered volume acquisitions</p> <p>m. The system should have basic and advanced MRCP packages including free breathing and 3D techniques.</p> <p>n. The system should have facility for flow quantification of CSF, vessel flow and hepatobiliary system.</p> <p>o. Functional MRI package</p>
2.1	Technical characteristics (specific to this type of device)	<p>o. The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, Multislice & Multiangle 2D, 3D Spectroscopy and Chemical shift imaging in 2D/3D. The complete processing/post-processing software including color metabolite maps should be available on main console.</p>
2.2	User's interface	<p>a. The main Host computer should have a 19 inches or more high resolution LCD TFT color monitor with 1024 x 1024 matrix display</p> <p>b. The system should have image storage capacity of 100 GB for at least 2,00,000 images in 256x256 matrix.</p> <p>c. The reconstruction speed should be at least 1300 or more for full FOV 256 matrix.</p> <p>d. The main console should have facility for music system for patient in the magnet room. The system should have DVD / CD / flash drive archiving facility. The system should be provided with auto DVD writer.</p> <p>e. Two way intercom system for patient communication.</p> <p>f. MRI System should be DICOM ready in all parameters with no additional requirement of licence for connectivity to any PACS/HIS and Radiotherapy treatment planning system.</p>

2.3	Software and/or Workstation	<p>a. A workstation with same user interface as of main console is required with the availability of all necessary software including:</p> <p>i. Basic post-processing software including MIP, MPR, surface reconstruction and volume rendering technique.</p> <p>ii. Advanced post-processing offered applications perfusion quantification, advanced diffusion and DTI, processing of 20/30 CSI data, with color metabolite mapping, quantification of CSF flow data, vascular analysis package.</p> <p>b. It should have at least 19 inch LCD TFT color monitor, with hard disk of at least 120 GB for at least 250,000 image storage in 256 matrix, and 4 GB RAM capacity or more, with self playing DVD/CD archiving facility.</p> <p>c. Separate viewing station should be provided.</p> <p>d. The workstation should enable printing in laser/dry image film camera and color printers</p>
	STANDARD FEATURES	
1	Complete prostate spectroscopy hardware and applications should be provided.	
2	Advanced Cardiac Applications : VCG gating, Morphology/wall motion; Cine perfusion imaging; Myocardial viability imaging; Arrhythmia rejection techniques, Advanced Cardiac Ventricular Measurement Analysis; Cine Cardiac Tagging Techniques; Coronary artery techniques; real time interactive imaging, 20/30 fast field echo/balanced/steady state techniques and evaluation package on workstation.	
3	Advanced Breast imaging Package.	
4	Perfusion imaging of brain (including PASL and CASL)	
5	Susceptibility weighted imaging with phase information.	
6	Multi Direction DWI and DTI with minimum of 32 directions (Complete package including quantification and tractography software). Prospective motion correction enabled software preferred.	
7	High resolution imaging for inner ear	
	OPTIONAL	
	Paradigm generators (Nordic –LCD) to be optional and prices will be considered while evaluating financial bid and not separately.	

PHYSICAL CHARATERISTICS		
3.1	Dimensions (metric)	NA
3.2	Weight (lbs, kg)	NA
3.3	Configuration	NA
3.4	Noise (in dBA)	Maximum 120 dBA
3.5	Heat dissipation	Heat Dissipation: Should maintain nominal Temp and the heat should be disbursed through a cooling mechanism with less than 1° C change during scan
3.6	Mobility, portability	Stationary Installation
ENERGY SOURCE (ELECTRICTY, UPS ETC.		
4.1	Power Requirements	As per norms
4.2	Battery operated	Battery stabilizer UPS backup for the entire system for minimum 30 minutes.
4.3	Tolerance (to	As per norms

	variations, shutdowns)	
4.4	Protection	Should meet internationally approved guidelines
4.5	Power consumption	NA
ACCESSORIES, SPARE PARTS, CONSUMABLES		
5.1	Accessories (mandatory, standard); Spare parts (main ones); Consumables / (open, closed system)	<ul style="list-style-type: none"> a. Dual Head MRI Compatible Pressure Injector with 100 sets of syringes. b. Water Chillers for Cold Head I Gradients.. c. 2 Non-ferromagnetic patient transfer trolley of international make should be provided. d. Fire Fighting System, Detectors and 6 Fire Extinguishers. e. Closed circuit CCD camera f. Phantoms for image quality audits. g. MRI compatible Anaesthesia machine h. Suction and O2 pipeline and manifold to be provided inside the RF enclosure. h. Suitable RF Enclosure i. UPS for entire system for backup of 30 minutes.
	Accessories	<p>J. Specification of camera : -</p> <p>Laser/Dry Image camera with at-least two film size on line 14"X 17", 11"X 14"/ 10" X14", 10" X 12" & 8" X 10".</p> <p>Specification for Laser/Dry image Camera</p> <ul style="list-style-type: none"> ➤ Mention Spatial resolution higher level preferable minimum 500 DPI/PPI. ➤ Mention Gray Scale resolution : more than 12 bits preferable. ➤ Mention Processing capacity/hour for (14" X 17") films, It should be more than 70 films /Hour. ➤ Acceptable film size: 14"X 17", 11"X 14"/ 10" X 14", 10" X 12", & 8" X 10". ➤ Online film size : at least two film size. ➤ DICOM compatible. ➤ CR workstation should have following feature. ➤ Multiple image printing with multiple format. ➤ Measurement of image, insert scale. ➤ Preloaded annotation. ➤ DICOM CD writing & reading. ➤ Image inverse, image flipping, image magnification, zooming. ➤ Reporting format. ➤ Image preview. ➤ Image cropping. ➤ Printing multiple patient on one film. ➤ CD writing for multiple patient on one CD. <p>Should have a hard disk of 80 GB or more for storing image.</p>
	Accessories	<p>k. SPECIFICATION FOR ALTERNATOR, TURBO-CHARGED DIESEL ENGINE AND AMF CONTROL PANEL: 250 KVA</p>
	Diesel Generating set complete with turbo charged Diesel Engine, Alternator and AMF Control Panel conforming to the specification given below. Turbo charged Diesel engine and	

alternator shall be closely coupled or provided with flexible coupling and mounted on a base plate of robust in construction. DG Set shall meet the requirements of environmental protection rules, 1986 as laid down by Ministry of Environmental & Forest read with GSR 371(E) dated 17.05.2002, GSR 520(E) dated 01.07.2003 & GSR 448(E) dated 12.07.2004, amended upto date, in respect of "emission norms" for the engine and in respect of "noise norms" for DG sets. All turbocharged engines shall conform to IS:13018/1990(reaffirmed 2005)AND IS: 10,000 series.

DG Set should have protection against under voltage, over voltage, under frequency, over frequency, low battery voltage, over current, earth fault, short circuit, phase sequence change etc.

(1) ALTERNATOR:

The alternator shall be self excited and self regulated of specified KVA rating in three phase at 415 Volts, 50 Hz, 1500 RPM & 0.8 PF and shall conform to IS:13364(Part 2)/1992(reaffirmed 2008). The alternator shall be of brushless type only with VG-2 Grade of voltage regulation. The alternators shall be screen protected, drip proof with IP-21 or better degree of protection as per IS:4691/85(reaffirmed 2004). The alternator should be suitable to take unbalanced load as per IS:13364(Part-2)/1992(reaffirmed 2008).

(2)TURBOCHARGED DIESEL ENGINE:

The turbocharged Diesel Engine shall be water cooled for all ratings. ENGINES OF RATING 250 KVA AND ABOVE WILL HAVE ELECTRONIC GOVERNOR. The Diesel engine should be capable of providing 10% overload for one hour in every 12 hours continuous running at full load. The turbocharged Diesel engine shall conform to IS:13018/1990(reaffirmed 2005)AND IS: 10,000 series. Specific fuel consumption(SFC)shall be as per IS specification.

The Turbocharged Diesel engine shall be complete with the following accessories :

(a) Fuel tank with air breather, drain plug with capacity for 8 hours of continuous running at full load or 990 liters capacity, whichever is lesser.

(b) Engine instrument panel consisting of starting switch with key, lube oil temperature and pressure gauges, RPM indicator and hour meter with additional feature of auto start/remote start and auto stop.

(c) Safety control to shut down the engine in the event of overspeed, low lube oil pressure and high engine water temperature.

(d) Exhaust silencer residential type.

(e) 12 V or 24 V starting system complete charging alternator or dynamo and cutout.

(f) Lead Acid/ semi-maintenance free batteries of suitable ratings with connecting cables. The batteries shall be supplied dry and in uncharged condition and shall conform to relevant IS. Only, the following make of batteries shall be accepted- Exide, Tata Green, Amron, Amco, Tudor, Cummins-Pulselite, Prestolite and Standard Furukuwa or DGS&D regd make.

(g) Anti-Vibration mountings for complete DG set in case of flexible coupling and for turbocharged engine in case of direct coupling.

(h) The fuel level should be indicated with the help of fuel gauge meter.

(i) There should be provision for filling the fuel from outside (as in case of automobiles) with locking arrangement.

(3) AMF CONTROL PANEL:

AMF control panel shall be able to start up the DG set and transfer the load to DG set on the Mains failure without requiring any human intervention.

Similarly on restoration of the Mains supply it shall be able to transfer the load to Mains supply and switch off the DG Set automatically.

The AMF control panel shall be fabricated from steel sheet of 2.0 mm thickness minimum duly pretreated and aesthetically finished. The control panel shall be totally enclosed, dust and vermin proof, floor mounted type with degree of protection IP-53 as per

IS/IEC:60947(part-1)/2004.

The AMF control panel shall consist of following instruments of which any of the items can be supplied in a combined relay/meter also.

- (a) Microprocessor based AMF relay.
- (b) AC voltmeter(s) of class 1.5 accuracy ,0-500 volts with selector switch. Separate voltmeter shall be provided for Mains and Alternator.
- (c) AC Ammeter(s) of class 1.5 accuracy and of suitable range, with selector switch.
- (d) Mode selector switch for setting the panel on any one position such as off or auto or manual or test.
- (e) Engine ON-OFF switch (push button type).
- (f) HRC fuses of suitable ratings.
- (g) Rectangular aluminium bus bars(1 No. for each phase, neutral and earthing terminal) of adequate rating duly colour coded with head shrinkable PVC sleeves.
- (h) Two nos. power contactor (one for Mains and one for generator) upto 360 KVA & EDO breaker for DG sets above 360 KVA, ACB will be complete with O/L, U/V release, short circuit protection.
- (i) Under voltage relay for mains.
- (j) Three attempt engine start /engine cranking relay.
- (k) On delay timer for load change over.
- (l) On delay timer for engine shut off.
- (m) Pilot lamps three nos. in case of three phase DG sets.
- (n) Battery charger complete with voltage regulator, float or booster selector switch, ON-OFF switch, Voltmeter and Ammeter for charging the battery from Mains. This will be in addition to the battery charging alternator fitted on the engine.
- (o) Instruments and control fuses 06(Six) nos. power fuses of suitable rating.
- (p) Five nos. indicating lamps to indicate Mains Low Voltage, Load On Mains, DG Set running, Load on set and Battery charger ON.
- (q) Audio Visual alarm for Low Lubricating Oil Pressure, High water temperature, Start Failure and DG O/L.
- (r) Over current relay protection.

(4) ACCOUSTIC ENCLOSURE:

The acoustic enclosure shall conform to the drawings TYPE approved by a Govt lab, for conformity to noise norms. This aspect shall also be verified by QA officer at the time of INSPECTION. The QA officer shall tally the enclosure offered with the approved drawing.

The Acoustic enclosure should consist of following :

- (a) The enclosure should be fabricated out of CRCA sheet of minimum 1.6 mm thick.
- (b) The sheet metal components should be suitably pretreated and should be powder coated to have long life of enclosure.
- (c) The battery should be accommodated in a separate tray in the enclosure.
- (d) There should be provision of drain plugs for draining lube oil and diesel.
- (e) The doors should be gasketed with quality gaskets to avoid leakage of sound.
- (f) The door handle should be lockable type.
- (g) Sound proofing of enclosures should be done with high quality rock wool/mineral wool/foam/fiberglass wool.
- (h) The rock, mineral, fiberglass wool is further covered with fibreglass cloth and perforated powder coated sheet.
- (i) A special residential silencer should be provided along with the enclosure to control exhaust noise.
- (j) Specially designed louvers should be provided to control sound at air entry to the container and exit from the container.
- (k) It should have Type approval certificate and also COP certificate (if applicable) from

certification agencies mentioning MOEF notification No.371(E) dated 17.05.2002 or as amended and applicable at the time of supply.

(l) Ambient temperature limit inside the canopy should be specified.

(m) There shall be provision for emergency STOP from outside the enclosure.

(n) Accoustic Enclosure shall conform to pollution noise norms stipulated in notification GSR 371(E) dated 17.05.2002, amended upto date.

(B) Supplier shall provide the testing facilities for the following tests in their works at the time of inspection to DQA concerned. The inspection report proforma is attached alongwith.

(1) The testing of diesel generating sets of all ratings shall be done with a load of 0.8 pf lag.

(2) The sample size shall be 100% of the offered quantity of DG sets for conducting acceptance tests.

(3) The facility for checking of alignment of DG set before subjecting to load test for which tolerance is 0.01 mm in case of flexible coupled DG set and not applicable for direct coupled.

(4) Voltage regulation test at 0.8 pf lag.

(5) Full load test for 4 hours at rated KW at 0.8 pf lag.

(6) After 4 hours full load test, 10% overload test shall be conducted for one hour at 0.8 pf lag. DG set should be capable of running at full-load test for one hour, after the overload test. The parameters should meet the requirements at full load, conducted after the over-load test.

(7) High voltage test at 1.6 KV for one minute after the load test.

(8) Insulation resistance test.

(9) Checking for the trouble free starting and oil leakage.

(10) High voltage and insulation resistance tests should be conducted on alternator as well as control panel after the load test.

(11) The control panel will be checked for functional requirements and completeness as per R/C specification.

(12) Vibration test : Vibration below AVM's should not exceed 100 microns.

(C) Supplier shall also provide following documents to DQA at the time of inspection.

(1) DG Sets manufacturer's shall furnish invoices and OEM's test certificates for turbocharged engine/alternators used, at the time of inspection from the original manufacturer. The Invoice should have been billed directly to DG sets manufacturer. Original will be shown to the visiting inspector for verification during inspection.

(2) Valid Calibration certificates of all the testing meters from any Govt. Lab.

(3) Complete & satisfactory Type test certificate (TTC) for turbocharged engines, alternators complete with enclosure to be used by them for EACH rating of DG sets clearly identifying make, model and ratings of the DG sets tested to the concerned DQA at the time of pre despatch inspection. The TTC of three phase alternators shall cover unbalanced load test as per cl.24 of IS:13364 (part-2)/1992(reaff 2008) as applicable. The TTC shall be from any Govt. Lab. Type testing witnessed by the representative of concerned DQA at the firm's premises shall also be acceptable.

(a) For turbo charged engines, which are in market in more than 500 nos. and for at least two years of operation prior to date of T.O., tenderers shall submit "endurance test" conforming compliance with IS:13018/1990 (Reaff 2005) for LOWEST & HIGHEST rating of these turbo charged engines. These endurance tests may be carried out by engine manufacturers on their own test beds and under their own supervision.

The self certified copies (i.e. certified by engine manufacturers) of these tests shall be submitted by firms for registration.

Turbo Engine manufacturers shall also carry out "rating tests" conforming compliance with IS:13018/1990(reaffirmed 2005)AND IS: 10,000 series. Covering governing speed, specific fuel consumption, Lube oil consumption & exhaust temperature tests for EACH model of the engine in the presence of rep. of DQA for the purpose of registration.

(b) For new models of turbocharged engines i.e. the engines which are not in market in more than 500 nos. and for at least two years of operation prior to date of Tender opening, tenderers shall submit "endurance test" for EACH and every model of engine conforming compliance to IS: 13018/1990 (Reaff 2005) from a Govt. lab/ARAI for registration.

Apart from above, these Engine manufacturers shall also carry out "rating tests" conforming compliance with IS:13018/1990(reaffirmed 2005)AND IS: 10,000 series. covering governing speed, specific fuel consumption, Lube oil consumption & exhaust temperature tests for each model of the engine in the presence of rep. of DQA for the purpose of registration.

However, all the turbocharged engines models/ratings will need other relevant certifications as per norms in both the cases.

(4) Type approval certificate for "emission norms" for engine from certification agency as per notification no.GSR 371(E) dated 17.05.2002 amended up to date.

(5) Type approval certificate of DG set for "noise norms" with turboengine model combination from certification agency as per notification no.GSR 371(E) dated 17.05.2002 amended upto date.

(6) Type test certificate from any Govt Lab for IP-53 degree of protection as AMF panel.

(7) Routine Test certificate of engine, alternator and control panel under supply.

(8) DG Sets manufacturers may also take up steps to request OEM's to take necessary action so that the details of contracting invoices/bills are available on the websites of OEM's Of Turbo Engine/alternator for facilitating easy verification by stake holders.

(9) DG Sets should be self-contained units supplied with the acoustic enclosure.

Therefore supplier shall have to furnish the foundation details alongwith the DG Set to facilitate the process of installation & erection of DG set.

(10) While dispatching the DG Sets to the consignee, the supplier shall issue letters to respected Engine /alternator manufacturer whose engine /alternator have been used in their DG Set supplied, informing them about the consignee's details including Name, Location so as to take care of the maintenance requirement in future at consignee's end.

Simultaneously, Consignees will also be informed about the above details of service centre i.e. Name, mailing address, e-mail address, telephone Nos. and name of the contact person etc. of the turboengine/alternator manufacturer who may be contacted for obtaining the service support & due maintenance. This requirement is in addition to the contractual obligation of the DG Set suppliers.

(D). Tenderer shall confirm that DG set shall meet the requirements of Environmental (Protection) rules 1986 as laid down by Ministry of Environment and Forest read with GSR 371(E) dated 17.05.2002, GSR 520(E)dated 01.07.2003 and GSR 448(E) dated 12.07.2004 in respect of emission norms for engine & noise norms for DG Sets. The latest amendments to above GSRs shall be applicable.

(E). DG set shall also meet all the other statutory requirements as notified by the Government from time to time.

INSTALLATION AND COMMISSIONING OF HIGHER RATING DG SETS:

The responsibility for installing and commissioning of DG sets shall be that of the firm. The firm shall complete installation within 3 months of receipt of DG sets by the consignee.

The scope of installation and commissioning shall be as follows:

1. Foundation:

Foundation shall be of PCC type with the ratio of 4:2:1. The length and breadth of the foundation shall be 300 mm more from the respective length and breadth of the DG set. The height of the foundation shall be 400 mm i.e. 200 mm below and 200 mm above the ground level.

2. Cable:

Armoured PVC sheathed Aluminium cable and its necessary laying and termination shall be

	<p>done by firm. For 3-phase DG sets, 3.5 core or higher core cables shall be used. The current rating of the cables shall be as per table attached. Total length of the cable shall be within 20 metres for DG sets with AMF control panel and within 40 metres for DG sets with AMF control panel.</p> <p>3. Earthing: Building suitable earthing station and necessary connections shall be done by firm. In case of 3 phase DG sets, the total number of earthing pits/stations shall be 4 i.e. 2 for neutral and 2 for body-earthing. In case of single phase DG sets, the total number of earthing station shall be 2 and it shall be used for body-earthing. The consignee should choose installation site in such a way that the earthing stations can be made within 20 metres of the DG set. Earthing station shall be typically built as per prevalent standard practices.</p> <p>4. Installation of Fuel tank, battery charging, and battery connection.</p> <p>5. Supply and installation of a change-over of suitable rating for DG set with AMF control panel.</p> <p>6. Unloading and placement of DG set on foundation. The consignee shall ensure that the site is located along a motorable road.</p> <p>7. First fill of lube oil and all filters shall be provided by the firm. shall also provide 50 litres of Diesel for DG sets of rating upto 125 KVA, 100 litres for rating upto 250 KVA and 200 litres for ratings more than 250 KVA.</p> <p>8. The consumables provided by the firm cover the trial run of DG set as well. The firm shall conduct trial run of the DG set with the available electrical load at site. The trial run shall be for ONE hour. The available electrical load shall be less than or equal to the rated capacity of the DG set.</p> <p>9. Exhaust piping, extra civil work, distribution board shall be provided by the consignee /user.</p> <p>10. Note: Necessary approvals, if any, shall be obtained by the consignees.</p> <p>11. Firm shall declare SFC (Which will become part of Rate Contract).</p> <p>SPECIAL NOTE TO TENDERERS: DG set and diesel engine shall meet the specified norms of Central Pollution Control Board. They shall submit certificate in this regard. Necessary gauges/meter shall be installed to indicate the quantity of diesel input, quantity of diesel consumed and the number of hours of DG set operation.</p>
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ENVIRONMENT AND DEPARTMENTAL CONSIDERATIONS

6.1	Atmosphere / Ambiance (air conditioning, humidity, dust ...)	1)Operating condition: Capable of operating continuously in ambient temperature of 5 to 50 deg C and relative humidity of 15 to 80% .
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/disposable cover. 2) Sterilization not required.

STANDARD AND SAFETY

7.1	Certificates (pre-market, sanitary, ..); Performance and safety standards (specific to the device type);Local and/or international	1.Should be FDA/ European CE 2.Manufacturer and Supplier should have ISO 13485 certification for quality standards. 3.Electrical safety conforms to the standards for electrical safety IEC 60601-1-General requirements. 4.Shall meet internationally recognised standard for Electromagnetic Compatibility(EMI/EMC) for
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		electromedical equipment: 61326-1.
7.2	Local and/or international	Manufacturer / supplier should have ISO 13485 certificate for quality standard.
TRAINING AND INSTALLATION		
8.1	Pre-installation requirements: nature, values, quality, tolerance	only premises to be provided by the department
8.2	Requirements for sign-off	Certificate of calibration and inspection of parts from the manufacturer
8.3	Training of staff (medical, paramedical, technicians)	1) Training of users on operation and basic maintenance on site for a minimum period of 4 weeks. 2) Advanced maintenance tasks required shall be documented
GAURANTEE AND MAINTENENCE		
9.1	GAURANTEE	05 years including helium refill, all accessories and turnkey work.
9.2	Maintenance tasks	CMC 5 years, including helium refill, all accessories and turnkey work. Minimum 02 visits per month. All breakdown calls to be attended as per the guarantee/CMC clause.
9.3	Service contract clauses, including prices	The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee period should be attached;
DOCUMENTATION		
10.1	Operating manuals, service manuals, other manuals	Should provide 2 sets(hardcopy and soft-copy) of:- 1) User, technical and maintenance manuals to be supplied in english/hindi 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
10.2	Other accompanying documents	List of essential spares and accessories, with their part numbers and cost;
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 signs would be adequately displayed

	128 Slice CT Scanner	The installation and commissioning of CT Scanner is on turnkey basis and JKMSCL shall provide built up area for installation and supplier is expected to renovate, install necessary civil infrastructure for safe installation of this scanner including all requisite furniture and fixtures.
S.No.	Product Code No.	MC0086
1.1	Clinical purpose	Computed Tomography scanners are used for a wide variety of diagnostic procedures, including spine and head injuries, lesions, and abdominal and pelvic malignancies; to examine the cerebral ventricles, the chest wall, and the large blood vessels; and to assess musculoskeletal degeneration.
1.2	Used by clinical department/ward	Radiology Department
	Technical characteristics (specific to this type of device)	<p>1. Gantry</p> <p>a) Should incorporate low Voltage Slip Rings</p> <p>b) Minimum scan time for a 360° rotation should be less than or equal to 0.35 sec. (350 mili sec.)</p> <p>c) Should have minimum tilt of 30 degrees on either side and remote tilt should be available as standard</p> <p>d) Gantry should be provided with user control panels on either side for positioning of the patient</p> <p>e) The sub millimeter slice @0.63 mm or less in 64 row 128 acquisitions should be available. The system should be in position to perform 128 slices / rotation for general, cardiac and vascular applications</p> <p>f) Should have 3D positioning laser lights</p> <p>g) The scan FOV in acquisition mode be at least 200 mm to 500 mm with intermediate steps for scanning different anatomies</p> <p>h) Gantry aperture should be at least 70 cm. in diameter</p> <p>i) Integrated Display Panel - Gantry front showing current scan parameters such as kV, mA, ECG trace etc. for easy set up for ECG gated studies.</p> <p>2. X-Ray Generator</p> <p>a) Should be compact and in-built in the gantry</p> <p>b) Should be high frequency having at least 100 kW output or more</p> <p>c) The mA range available should be between 20 to 800 or more, with increment steps of not more than 10 mA.</p> <p>d) Tube Voltage: 80-140 kV</p> <p>3. X-Ray Tube</p> <p>a) The X-ray tube should be dual focus with heat storage capacity of 8 MHU or more, with effective storage of at least 25 MHU.</p> <p>b) Peak heat dissipation rate of anode should be at least 1600 KHU/min</p> <p>c) X-ray tube cooler unit should be inside the gantry</p>

		<p>d) Focal spots, and type of X-ray tube should be specified as per IEC Recommendations.</p> <p>e) Filter and beam limiting devices should be quoted as standard.</p> <p>4. Detectors</p> <p>a) These should be of solid state type</p> <p>b) 128 Slice acquisition per rotation should be possible with the detectors, in 0.63 mm mode.</p> <p>c) The system should have at least 64 ‘physical rows’ of the detectors. Number of elements in each row should be specified</p> <p>d) The Z-axis coverage of at least 40 mm / rotation should be possible for standard and cardiac scans</p> <p>e) Fan-angle of X-rays and the geometry should be specified</p> <p>f) Detectors should not require frequent calibration</p> <p>5. Patient Table</p> <p>a) Should have minimum weight bearing capacity of 200 kilograms</p> <p>b) The minimum table top height should not be more than 35 cms from floor level for easy transport of trauma patients</p> <p>c) Table top width to be at least 42 cms</p> <p>d) The range of metal free scannable range should be at least 160 cm.</p> <p>e) The vertical range (max. Ht. – min. Ht.) 55 cm</p> <p>f) Remote controlled UP / DOWN and FWD / BWD movement.</p> <p>g) Pitch to be freely selectable in automatic / manual mode : 0.15 – 1.5</p> <p>h) Reproducing accuracy of the Table : 1mm</p> <p>6. Spiral CT capabilities:</p> <p>a) Minimum slice thickness should be 0.63 mm or less and maximum 10 mm or more. b) Pitch factor (volume pitch): Variable between 0.5 to 1.5 or more and should be user selectable. c) Spiral length: 150cm or more. d) Single continuous 'spiral-on time' should be minimum 100 seconds or more. e) Bolus triggered spiral acquisition should be possible. f) True isotropic volume acquisition and sub-millimeter resolution of at-least 0.4 mm for all body applications.</p> <p>7. Topogram:- a) Length and width: specify range. b) Scan times: specify range c) Should be possible to interrupt acquisition manually once the desired anatomy is obtained.</p> <p>8. Data acquisition system:a) System should have minimum 64 rows of detector capable of generating 128 slices through latest flying focal spot technology or equivalent. b) Mention minimum acquired slice thickness in Axial & Helical mode after reconstruction. c) Acquisition of cardiac images with ECG gating (prospective & retrospective) should be possible d) Step and shoot technique during cardiac scanning for dose reduction, or a similar</p>
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		<p>alternative technology should be available.</p> <p>9. Image Evaluation Tools:a) Parallel evaluation of multiple ROI in circle, irregular and polygonal forms.b) Statistical evaluation for area/volume, S.D., Mean, Min/Max and histogram. c) Distance and angle measurement, freely selectable positioning of co-ordinate system, grid and image annotation.</p> <p>10. Latest Iterative Reconstruction Technique: a) ASIR-V/ iDose4 Premium / SAFIRE or latest available with the manufacturer to be quoted as standard. b) Model-based Iterative reconstruction technology VEO/ IMR/ ADMIRE or equivalent for all imaging protocols including hardware and software. c) Low dose protocols for pediatric and infant scanning.</p> <p>11. Image Reconstruction: a) Real time reconstruction speed: 20 images per second or more at 512 x 512 matrix. b) Display matrix: 1024 x 1024 or more. c) Reconstructed slice thickness range should be less than one mm (<1) to 10mm. d) Patient's radiation Dose must be displayed on monitor and Imaging Films.</p> <p>12. Image Quality: a) The high contrast resolution be more than 20 lp/mm in all routine scans, including spiral and axial mode b) The low contrast resolution should not be more than 3 mm at 0.5%</p>
2.2	User's interface	<p>Patient Communication System: An integrated intercom and automated patient instruction system (API) should be provided</p>
2.3	Software and/or Workstation	<p>Workstations: A client server architecture based solution (Intellispace Portal 6/Dexus-AW server 2/ Syngo Via 30A or equivalent.) with minimum concurrent 24,000 slices rendering capacity, with Storage of minimum 1TB having following client hardware specifications-Workstation: Z820 or equivalent CPU, dual quad core processor, 16 GB RAM, 1TB hard drive, DVD Writing with clinical grade monitor of minimum 2 MP.A reputed Anti-Virus Solution for Server should be in place. The Server should be with minimum three user (Three Hardware's) facility Fully DICOM 3.0 Compliant and PACS Interface ready. The workstation should have following processing tools/software's Available as standard:</p> <ul style="list-style-type: none"> • Multi planar reconstruction(MPR) , • Minimum and Maximum intensity projection

		<ul style="list-style-type: none"> • 3D Volume rendering , • 3D SSD (Shaded Surface Display). • Advance Vessel Analysis with plaque visualization,• Auto Bone Removal. • Volume measurement, • Lung Nodule analysis. • Liver lesion analysis. • Colonography. • Perfusion CT. • Image Fusion of CT, MR & PET Data • Neuro DSA. • Coronary tree analysis: automated 3D processing of coronary arteries, calcium scoring, stent analysis, LV analysis • Multi-modality automatic tumour tracking & Automatic measurements in RECIST, WHO, Volume & Choi criteria calculation. • Virtual endoscopy.
	PHYSICAL CHARACTERISTICS	
3.1	Dimensions (metric)	NA
3.2	Weight (lbs, kg)	NA
3.3	Configuration	NA
3.4	Noise (in dBA)	NA
3.5	Heat dissipation	Suitable Heat Sink/Cooling Mechanism to be provided
3.6	Mobility, portability	Stationary Installation
4	ENERGY SOURCE (ELECTRIC, ups Solar Gas, water CO2)	
4.1	Power Requirements	NA
4.2	Battery operated	No
4.3	Tolerance (to variations, shutdowns)	NA
4.4	Protection	Suitable Servo Stabilizer to be provided
4.5	Power consumption	NA
5	ACCESSORIES SPARE PARTS, CONSUMABLES	
5.1	Accessories (mandatory, standard, optional);	<ul style="list-style-type: none"> a) Dry Chemistry Laser Imager (dpi 500 or more) of a reputed make : Integrated with main console and workstation b) Color Laser Printer (High Resolution) for color coated images c) UPS with half hour 'back-up' to run entire CT system, Workstations and Laser Imager (should be 160 kVA or more, d) Dual – Head Pressure injector of reputed make (100 syringes) e) 160 KVA Silent DG Set with AMF panel f) Two LED based view boxes with adjustable illumination to

		view 3 films of 14" x 17" in each view box. g) Thyroid Collars -2 No. h) Gonadal Shields- 2 each for male and female(Total 4) i) Lead Apron Hanger with 2 light weight Lead Aprons
6	ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATIONS	
6.1	Atmosphere / Ambiance (air conditioning, humidity, dust ...)	Operating condition: Dehumidifiers to be provided to maintain humidity between 30 to 70 % Air conditioning of the whole complex to maintain temperature range between 15 to 25 Celsius.
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/disposable cover. 2)Sterilization not required.
7	STANDARD AND SAFETY	
7.1	Certificates (pre-market, sanitary, ..); Performance and safety standards (specific to the device type);Local and/or international	1.Should be FDA/ European CE 2.Manufacturer and Supplier should have ISO 13485 certification for quality standards. 3.Electrical safety conforms to the standards for electrical safety IEC 60601-1-General requirements. 4.Shall meet internationally recognised standard for Electromagnetic Compatibility(EMI/EMC) for electromedical equipment: 61326-1. 5. Equipment should be AERB type approved
7.2	Local and/or international	Manufacturer should have ISO 13485 certificate for quality standard
8.	TRAINING AND INSTALLATION	
8.1	Pre-installation requirements: nature, values, quality, tolerance	Turnkey Project only space to be provided, bidder shall provide all the fixtures and furniture along with interiors as per AERB norms.
8.2	Requirements for sign-off	Certificate of calibration and inspection of parts from the manufacturer
8.3	Training of staff (medical, paramedical, technicians)	1)Training of users on operation and basic maintenance on site for a minimum period of 4 weeks. 2)Advanced maintenance tasks required shall be documentes
9	GAURANTEE AND MAINTENANCE	
9	GAURANTEE	05 years including all accessories and turnkey work.

	Maintenance tasks	CMC 5 years, including all accessories and turnkey work. Minimum 02 visits per month. All breakdown calls to be attended as per the guarantee/CMC clause.
	Service contract clauses, including prices	The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee period should be attached;
	DOCUMENTATION	
	Operating manuals, service manuals, other manuals	Should provide 2 sets(hardcopy and soft-copy) of:- 1)User, technical and maintenance manuals to be supplied in english/hindi 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
	Other accompanying documents	List of essential spares and accessories, with their part numbers and cost;
	NOTES	
	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;
	Recommendations or warnings	Any warning signs would be adequately displayed