

**NOT TRANSFERABLE**



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

*(Public Sector Undertaking of Govt of Jammu & Kashmir)*

Corporate Head Office: 1<sup>ST</sup> Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

Corporate Office: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)



**JKMSCL**

**E-BID FOR THE RATE CONTRACT FOR SUPPLY OF LAB KITS, CHEMICAL REAGENTS AND GLASSWARE ITEMS**

**E BID FOR THE PROCUREMENT OF LAB KITS, CHEMICAL REAGENTS AND GLASSWARE ITEMS**

**(REFERENCE No: JKMSCL/ LAB KITS, CHEMICAL REAGENTS AND GLASSWARE ITEMS/2017/230**

**DATED: 24-03-2017**

**LAST DATE OF SUBMISSION OF ONLINE BIDS: 12/05/2017 upto 1600 hrs**



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No. JKMSCL/Lab kits, chemical reagents and glassware items/2017/230

Dated: 24-03-2017

### **NOTICE INVITING BID**

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of Lab kits, chemical reagents and glassware items 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](http://www.jktenders.gov.in), [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com), [www.jkhealth.org](http://www.jkhealth.org) & [www.jknhm.com](http://www.jknhm.com). The cost of the tender along with tender processing fee of Rs. 10,000.00 (Rupees Ten thousand only) shall have to be paid either through NEFT in the JKMSCL Corporation's bank Account No. 0373040500000032 maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above mentioned account number and submission / uploading Bank transfer / Deposit Receipt as documentary proof.

Managing Director  
Jammu and Kashmir Medical Supplies Corporation Ltd.



# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Head Office: 1<sup>ST</sup> Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

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Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

No. JKMSCL/Lab kits, chemical reagents and glassware items/2017/230

Dated: 24-03-2017

## NOTICE INVITING BID (NIB)

1. e-bids are invited under two covers from JKMSCL empanelled / registered Manufacturers / Direct Importers / Authorized agents / dealers / Suppliers by Jammu and Kashmir Medical Supplies Corporation Limited, 121- Green Avenue, Hyderpora, Srinagar / Ist Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu for finalization of Rate Contract for the procurement of Lab kits, chemical reagents and glassware items for two years as listed below:

S. No	Name of Article	Quantity	Amount of Bid Security ( Rupees)	Place / period of Delivery

2. e-bid are invited as per following time schedule:-

Date of Pre Bid	Receipt of representation	Last Date of downloading of Bid document	Last Date of Uploading of Bid	Date of Opening of Technical bid
1	2	3	4	5
22-04-2017 at 11 hrs		12-05-2017 upto 1400 hrs	12-05-2017 upto 1600 hrs	13-05-2017 at 1100 hrs

3. A Pre-Bid Meeting held as per column No. 1 of the above schedule at 1100 hrs on 22-04-2017 in the Conference Hall of Jammu and Kashmir Medical Supplies Corporation Ltd to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes, (if required), in bid conditions/ Catalogue shall be done tentatively within two three days. **Bid should be submitted through e-portal only after Pre-Bid meeting including all the Clarifications / Modifications / Amendments.** Corrigendum issued shall be form integral part of terms & conditions of Bid, which shall be duly signed and attached with bid document by the bidder.
4. The Bid is for finalization of Rate Contract for two years only.
5. Price preference to the SSI of J&K State as per provisions shall be admissible only in evaluation and award of Contract. However, no concession shall be available for the average annual turnover fixed by JKMSCL.
6. Detailed particulars of the (list of) specified Lab kits, chemical reagents and glassware items, bid documents & specifications of items may be downloaded from J&K Govt. e-tendering portal [www.jktenders.gov.in](http://www.jktenders.gov.in) or JKMSCL website: [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com); [www.jkhealth.org.in](http://www.jkhealth.org.in) ; [www.jknhm.com](http://www.jknhm.com).
7. The bid shall only be submitted through e-procurement portal of J&K Government i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in). However, hard copy of the bid document needs to be submitted to Corporate

Office Jammu / Srinagar, atleast two days prior to the opening of technical bid for reference during evaluation of uploaded technical bid documents.

8. An amount of Rs. 10,000/- (Rupees Ten thousand only) comprising of Bid document fee of Rs.1000.00 & Bid Processing fee of Rs. 9000/- shall have to be paid either through NEFT in the JKMSCL Corporation's bank Account No. 0373040500000032 maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above mentioned account number and submission / uploading Bank transfer / Deposit Receipt as documentary proof, physically / personally or through Registered post at the office of M.D, JKMSCL, Jammu before one day from the opening of the technical bid. JKMSCL shall not be responsible for any postal delays and therefore, the bidders should ensure that they upload their bids and submit the financial instruments well in advance from the last date for bid submission. The bidders shall submit/upload scanned copies of all the Financial Instruments in Technical Bid (Cover-A).
9. **Financial Instruments received after the specified time and date shall not be accepted and the bid shall be rejected.**
10. The technical bids shall be opened at Jammu Corporate Office of JKMSCL in the presence of the Bidders or their representatives who may wish to be present.
11. The JKMSCL is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. The Bidders shall have to submit a valid latest 'VAT' clearance certificate (Latest) from the concerned Commercial Taxes Officer and the latest Income Tax Return (Assessment year 2015-16) along with attested copy of 'PAN' Card.
13. It is clarified that the information required in bidding document should be submitted only in Annexures (A to R) without any change or modification in its formats. Bids submitted with changed or modified Annexures / formats shall be rejected.
14. No queries / representations shall be entertained after the pre-bid meeting.
15. **The bidders who will qualify in the technical evaluation have to deposit the samples of their respective quoted items immediately within ten days. No sample shall be accepted after opening of financial bid.**
16. **The bidders who are registered with the JKMSCL needs not to attach documents with Technical bid which they have already submitted at the time of their Registration and are valid on the date of uploading the bid. In case the documents submitted during registration requires re-validation / renewal on the date of uploading, the bidder should ensure the uploading of properly re-validated / renewal documents, even though submitted at the time of registration.**

**Note:** If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same shall be uploaded on the J&K Govt. tender portal [www.jktenders.gov.in](http://www.jktenders.gov.in); JKMSCL website: [www.jkmscl.nic.in](http://www.jkmscl.nic.in); [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com), [www.jkhealth.org.in](http://www.jkhealth.org.in); [www.jknrh.com](http://www.jknrh.com) but shall not be published in any newspapers / journal.

In case any inconvenience is felt, please contact on telephone number i.e. 0191-2580842 or queries may be e-mailed on address "jkmsclgeneral@gmail.com & jkmsclj@gmail.com.

Managing Director  
Jammu & Kashmir Medical Supplies Corporation Ltd

## INSTRUCTIONS TO BIDDERS

Before filling up of bid or submission the bid form, kindly go through these following instructions and meticulously / carefully so that your bid shall not be considered invalid:

1. **Only firms registered 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 / Ist Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu as per the details mentioned in Annexure "S". The registration shall close seven days prior to the date of uploading the bids on the website of JKMSCL.**
2. Do not submit Bid if the turnover of the firm is less than **Rs. 1.00 Crore**. The turnover should be as per bid conditions.
3. **Do not quote the products manufactured on Loan license basis / third party manufacturing.**
4. Certificates/Licenses/Documents which are required should be complete and updated.
5. Tender charges, Bid processing fees and Bid Security (EMD) should be submitted separately for each Bid is **non-refundable except Bid Security**.
6. Bid must be as per Terms & Conditions & submitted properly mentioning serial numbers i.e. Technical Bid in Cover-A & Financial Bid (BOQ) in Cover-B through e-procurement portal.
7. Bidder shall have to submit hard copies of uploaded bid documents atleast two days prior to opening of technical bid for reference during evaluation of uploaded bid documents. The documents other than the uploaded shall be not be considered at the time Technical Evaluation.
8. Financial Instrument received after prescribed date and time shall not be considered.
9. A Pre-Bid Meeting shall be held in the **Conference Hall of Jammu & Kashmir Medical Supplies Corporation at Ist Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu** to clarify the issues and to answer the queries on any matter that may be raised at that time of pre-bid in reference to tender. **The issues to be raised during pre-bid meeting should be referred by the bidder to MD, JKMSCL / GM (Adm), JKMSCL, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized.** Representation regarding issues and queries which are discussed in pre bid meeting shall be submitted within three days after pre bid. Representation received after three days of pre bid shall not be considered. Necessary Corrigendum / Modification / Clarification in the bid and specification(s), if required, shall be issued tentatively on seventh day after pre-bid meeting. Please note that bids should be submitted after Pre-Bid meeting incorporating the Corrigendum/ Modification/ Clarification, if any.
10. In case you are given any assurance of any advantage in JKMSCL, by anybody or if you are directly or indirectly threaten or intimidated of harming your bidding & subsequent work in JKMSCL, please inform immediately about the same to MD, JKMSCL or GM (Adm) in writing. The complaint should accompany with evidence of such unfair activity of such person(s) so that action can be taken against such person(s)/institution(s) and their details can be put on the website.
11. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, as per format N-1.
  - 11.1 Only those Original Manufacturer / Director Importer and Dealer / Supplier shall be permitted to enter into Tripartite Agreement who shall fill and upload Annexure N-1 (Letter of Authorization) along with e-bid. No representation /change of Dealership etc. shall be entertained thereafter.

- 11.2 Authorization pledged before the Notary should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
- 11.3. Manufacturer / Importer should not authorize local dealer / supplier / agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
12. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
13. The technical bids shall be opened at Corporate Office of JKMSCL in the presence of the Bidders or their representative who wish to be present.
14. The JKMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
15. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites [www.jktenders.gov.in](http://www.jktenders.gov.in); [www.jkhealth.org.in](http://www.jkhealth.org.in); [www.jknrh.com](http://www.jknrh.com). Similarly, information regarding L-1 shall also be provided to bidders on above websites. No bidder shall be informed individually.
- 15.1 JKMSCL shall have right to take consent from L2, L3, L4 etc. bidders to match their rates as L1 matched rates, so as to ensure the regular supply. However, orders to L2, L3 etc. on matched L1 rates shall be given only in case:
- L1 bidder fails to supply the required ordered quantity.
- L1 becomes defaulter to the Corporation.
- L1 found to be barred / blacklisted by any other Department / NGO / Corporation etc. within the Union of India, after finalization of Rate Contract in favour of L1 bidder (or after placing of supply orders).
- 15.2 In case JKMSCL decides to place order at matched L1 rates, the ratio of placement of orders shall be as per the Standard Procurement Procedure, approved by the BoDs, JKMSCL.
16. If the rates of L1 bidders found to be ineligible and inappropriate against any item, JKMSCL has right to reject the rates of said bidder and appropriate action shall be initiated against such bidder for quoting ineligible rates and JKMSCL also has right to take the rates of L2 bidders for such item.
17. The bidders who will qualify in the technical evaluation have to deposit the samples of their respective quoted items immediately within ten days. No sample shall be accepted after opening of financial bid.
18. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply / delayed supply shall not be entertained.

Managing Director  
Jammu & Kashmir Medical Supplies Corporation Ltd



# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

*(Public Sector Undertaking of Govt of Jammu & Kashmir)*

Corporate Head Office: 1<sup>ST</sup> Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

Corporate Office: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

**BID REFERENCE. No. JKMSCL/Lab kits, chemical reagents and glassware items/2017/ 230**  
**Dated: 24/03/2017**

1. Date and time of publishing the bid : 27-03-2017 at 1200 hrs
2. Start date and time for download the bid document : 27-03-2017 from 1800 hrs
3. Last date and time for download the bid document : 12-05-2017 upto 1400 hrs
4. Clarification Start date : 27-03-2017 at 1200 hrs
5. Clarification end date : 22-04-2017 at 1600 hrs
6. Pre-bid Meeting : 22-04-2017 at 1100 hrs
7. Start date and time for submission of online bids : 27-03-2017 from 1800 hrs
8. Last date and time for submission of online bids : 12-05-2017 upto 1600 hrs
9. Date and time for online opening of technical bids : 13-05-2017 at 1100 hrs
10. Last date and time for registration : 09-05-2017 upto 1600 hrs
11. **PLACE OF OPENING OF BIDS** : Conference Hall, JKMSCL; 1<sup>ST</sup> Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu (J&K)
12. **Cost of Tender Document** : 1000/- ( 100/- for SSI Units of J&K State only)
13. **Tender Processing Fee** : 9000/-  
Note: Tender Cost and Tender Processing Fee 10,000/- for General Category and 9100/- for SSI Units of J&K State), shall have to be paid either through NEFT in the JKMSCL Corporation's bank Account No. 0373040500000032 maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above mentioned account number and submission / uploading Bank transfer / Deposit Receipt as documentary proof.
14. **Bid Security (EMD)** :
  - i. Minimum Rs. 1,00,000/-
  - ii. For SSI units of J&K state registered with DIC for the Items quoted for, shall be Rs 5,000/- only)
15. **ADDRESS FOR COMMUNICATION:** **Managing Director or General Manager (Adm),**  
**J&K Medical Supplies Corporation Ltd,**  
121- Green Avenue, New Airport Road,  
Hyderpora- Srinagar (Kashmir) & 1<sup>ST</sup> Floor, Drug Store  
Building, Govt. Medical College, Bakshi Nagar, Jammu (J&K)



**Declaration Form cum check list**  
(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the bid floated by M.D., Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the Rate Contract Cum Supply of Lab kits, chemical reagents and glassware items and other sample based items and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this bid in the capacity of ..... (Manufacturer/Direct Importer/ authorized dealer / supplier/ Agent). I/We enclose valid Manufacturing license/ acknowledgement/ Memorandum/IEM/ Registration of SSI Unit/Import license along with Authorization by Foreign Principal.

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

S.No	Item	Page No.
1	Bid Security (Through FDR/CDR)	
2	Bid / Tender charges ( Incl. Tender processing fee)	
3	Notary attested Photocopy of Acknowledgement of EM-II / UAM (Udhyog Aadhar Memorandum) SSI unit for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit. (Annexure-J)	
4	Copy of Central Excise Registration, if any	
5	Notary attested Photocopy of Import Export Certificate and Permission/ Authorization for sale from the foreign principal manufacturer (Authorization Letter of Principal Company)	
6	Acknowledgement of EM-II for SSI Units of J&K from Industries Dept	
7	Valid Drug Licence issued by Competent Authority, if any.	
8	BIS License with schedule for ISI Marked Products Quoted	
9	Notarized photocopy of ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue	
10	Average Annual turnover statement for past 3 years certified / issued by Competent Authority by the State / Central Government (Annexure-F)	
11	(A) Latest Sales Tax Clearance Certificate of both bidder and manufacturing unit	
12	Balance Sheet & P/L Accounts Statements for the last three years	
13	Copy of the PAN Card along with latest Income Tax Return	
14	(B) Specify point of supply with full Address. NB: Specifying of point of supply does not means authorization to raise, invoice and receive payments on behalf of bidder(s)	Full Address..... .....
15	Statement of Installed Manufacturing Capacity, Certificate regarding rate reasonability, Undertaking of Non- Debarring (Annexure -E)	
16	Statement of Plant & Machinery etc. (Annexure-H)	
17	Signed original bid terms & condition Annexure- B	
18	Statement of Past Supplies and Performance (Annexure- G)	
19	Rate contract completion report (Annexure-K )	
20	Declaration regarding complying with bid terms and conditions (Annexure-L) in lieu of acceptance of terms & conditions.	
21	Declaration by the Bidder Regarding Qualifications (Annexure-M)	



22.	Declaration of manufacture/Direct Importer ( <b>Annexure-N</b> )	
23.	Letter of Authorization (for Tripartite Agreement) ( <b>Annexure N-1</b> )	
24.	Corrigendum/modification/clarification uploaded with bid document (if applicable)	
25.	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	1.....(Name & Signature) 2..... 3.....

Date

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 I, K, P, Q, R are required to be submitted after the finalization of contract.

In case Original Manufacturer / Director Importer wish to authorize local dealer / supplier to represent the Original Manufacturer / Director Importer for bidding, negotiation, follow up; execution of Purchase Orders, raising of invoice and receiving payment on its / their behalf; Letter of Authorization (Annexure N-1) is mandatory to be filled and uploaded along with e-bid. No representation for authorization shall be accepted in the later stage.

**TERMS & CONDITIONS OF BID AND RATE CONTRACT**

N.B.: BIDDER SHOULD READ TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE SUBMITTING THEIR TENDERS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER NOTICE, HE SHOULD REFER THESE TO THE MANAGING DIRECTOR, JKMSCL OR GM (ADM), JAMMU & KASHMIR MEDICAL SUPPLIES CORPORATION LTD, BEFORE SUBMITTING BID(S) AND OBTAIN CLARIFICATIONS ON OR BEFORE 22-04-2017 THE DECISION OF THE MD, JKMSCL SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

**A. General terms & conditions:-**

1. E-Tender shall have to be downloaded by or before 12-05-2017 upto 1400 hrs as per schedule on JK portal [www.jktenders.gov.in](http://www.jktenders.gov.in) for finalization of Rate contract for the Supply of Lab kits, chemical reagents and glassware items for a period of 24 months.
2. The Manufacturer(s) / direct Importers / SSI units of J&K State with an Average Annual Turnover as per Annexure III of Circular No. JKMSCL/GM/Adm/2015/88 dated 24-09-2015, for the last three financial years, shall be eligible to participate in the bid. Supplies shall be affected directly by the Manufacturers, direct Importers, besides through Authorized distributor(s) / Agents / Suppliers, as per clause 3.1 & 3.2 of General terms & conditions. Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.
3. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, be notarized.
  - 3.1. In case Original Manufacturer / Director Importer wish to authorize local dealer / supplier to represent the Original Manufacturer / Director Importer for bidding, negotiation, follow up; execution of Purchase Orders, raising of invoice and receiving payment on its / their behalf; Letter of Authorization (Annexure N-1) is mandatory to be filled and uploaded along with e-bid. No representation for authorization shall be accepted in the later stage.
  - 3.2. Notarized Authorization, as given at clause 3; should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/ dealer/supplier.
  - 3.3. Manufacturer/Importer should not authorize local dealer/supplier/agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
4. Bids shall have to be submitted / uploaded on J&K State tender portal, [www.jktenders.gov.in](http://www.jktenders.gov.in) only. Bids shall have to be submitted in physical form as hard copy along with financial instruments atleast two days prior to the opening of technical bid.
5. The Bidder should submit along with the bids the following certificates for the items Bids:-
  - (i) Tender / Tender Charges of Rs. 10,000.00 (Rupees Ten thousand only) including Tender processing fee in the shall have to be paid either through NEFT in the JKMSCL Corporation's bank Account No. 0373040500000032 maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above mentioned account number and submission / uploading Bank transfer / Deposit Receipt as documentary proof, whereas, EMD as applicable in bid condition, may be deposited in the form of FDR/ CDR, pledged to Chief Accounts Officer, Jammu and Kashmir Medical supplies Corporation, payable at Jammu / Srinagar ( J&K) in the envelop. However, the scanned copy of all the FDR/CDR shall have to be uploaded along with Technical Bid, (Cover-A).
  - (ii) (a) Duly attested photocopy of Acknowledgement of EM-II Memorandum / IEM / Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed upto date.  
(b) For the Production Capacity and the quality control measures installed at the production unit
  - (iii) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central Excise Act.
  - (iv) In case of imported items, notary attested photocopy of import license & license for sales issued by concerning licensing authority/Authorization by Foreign Principal, if applicable. The bidder should furnish notary attested photocopy of the valid License for the product duly approved by the Licensing authority for

each and every product quoted as per specification in the bid. The license must have been duly renewed / valid upto date and the items quoted shall be clearly highlighted in the license.

- (v) Duly notarized copy of Acknowledgement of EM-II issued by District Industry Center with an Affidavit as per **Annexure-J**, under price preference to Industries of Jammu & Kashmir Rules, in respect of stores / Items for which they are registered.
- (vi) Duly notarized copy of BIS license renewed up to date with respective schedule for ISI Marked quoted items, if applicable.
- (vii) Duly notarized copy of ISO Certificate, if applicable.
- (viii) Duly notarized copy of BIS/CE/USFDA/Govt. of India Lab Certificate or Govt. of India Approved Lab Certificate for quoted items as mentioned in bid Catalogue.
- (ix) Average Annual Turnover statement for past three financial years certified / issued by Central Excise Department / Assessing Authority of State / Central Government.
- (x) Copies of Audited Balance Sheet & Profit & Loss statement certified by the Auditor for the last three FY (2013-14, 2014-15 & 2015-16), if asked for.
- (xi) Duly notarized copy of latest Sales Tax clearance certificate (upto 31.03.2016) from the Commercial Tax Officer of the circle concerned from where supplies will be affected shall be submitted.
- (xii) Declaration regarding point of supply with full address in **Annexure- A**.
- (xiii) The concern/company/firm has not been banned/Debarred for the quoted article(s) by Bid Inviting Authority or Govt. of J&K or by any Corporation or NGO or by any other State/ Central Govt. agencies.  
**Please note:-** Bid submitted for the quoted article(s) for which the Firm/Company has been banned / debarred / blacklisted either by Bid Inviting Authority or Govt. of J&K or by any Corporation or by any other State/Central Govt. agencies shall be considered as non responsive. This also applies to the firm / company for its allied / sister firms and units.
- (xiv) The concern/company/firm has not been banned / debarred either by Bid Inviting Authority or Govt. of Jammu and Kashmir or any Corporation or by any other State / Central Government agency, on the date of bid submission.
- (xv) The declaration regarding non-conviction to be pledged before Ist Class Magistrate.
- (xvi) The firm/bidders should submit the list of plant(s) / machinery, staff, factory area, etc. on non judicial stamp paper of Rs. 50/- (Notarized) in enclosed Performa (**Annexure-H**).
- (xvii) The signed scanned copy of Annexure B in acceptance of terms and conditions or **Annexure L**.

**NOTE:**

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission. **Un-attested / Un-notarized copies of such documents shall not be considered valid.**
  - (B) All attested document must be submitted in English language. If the documents are not in English, they should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
  - (C) Other than Sales tax clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
  - (D) The point of supply within the state of Jammu & Kashmir or out of J&K state should be specified.
  - (E) Tender will be liable for outright rejection if:-
    - (i) any rates are disclosed in cover (A).
    - (ii) any discounts / special offers are made in cover (A)
  - (F) If any of the above cited item(s) / certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.
6. Financial Bid duly filled as per **Annexure-"D"** giving the rates for Quoted items should be submitted through portal [www.jktenders.gov.in](http://www.jktenders.gov.in) (**only on BOQ**). **It should not be disclosed in Technical bid.**

**NOTE:**

- (A) If any item in catalogue has different sizes, lengths, strength & sub-group etc, Rates of each size, length, strength and sub-group must be filled in separate format(**Annexure "D" / BOQ**).
- (B) **VAT or CST** should be mentioned clearly & separately.
- (C) If the **VAT or CST** is exempted it should be specified in **Annexure 'D'**.
- (D) The bidder who has quoted excise "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.

7. **The required financial instruments (Bid / Tender charges, Bid Security) shall be submitted** through DD only (For EMD only FDR / CDR shall also be accepted). Technical bid shall be opened in the presence of Bidder, who chooses to be present. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.
8. (i) In event of Bid being submitted by proprietary firm, tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the bid must be signed by authorized signatory as the manner laid in the Articles of Association.
- (ii) Any change in the Constitution of the Firm / Company shall be notified forth with by the contractor in writing to the MD, JKMSCL and such change shall not relieve any former member of the Firm / Company from the liability under the contract. No new partner / partners shall be accepted in the Firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions and submit with the MD, JKMSCL, Jammu & Kashmir Medical Supplies Corporation Ltd. a written agreement to this effect. The contractor's receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge any of the purposes of the contract.

The Bidder shall sign the bid for match each page and at the end in token of acceptance of all the terms and conditions of the Bidder and then scanned copy be uploaded on e-portal except BOQ (**Annexure-D**).

9. **BID SECURITY:**

- (i) Bid shall be accompanied with an Earnest Money Deposit as indicated against each, with minimum of Rs. 1,00,000/- (Rupees One lac only). Earnest Money deposit may be submitted / deposited in the form of FDR/CDR before the last date & time of Bid submission. The Bids submitted without sufficient bid security will be summarily rejected.
- (ii) **Refund of bid security:-** The bid security of unsuccessful Bidders shall be refunded within 60 days after finalization of the tender. However, in case of successful bidders it shall be refunded only after the signing of agreement and furnishing of requisite performance security.
- (iii) **Partial exemption from bid security:-** Firms which are registered as SSI Unit(s) are required to pay only 50% of earnest money or Rs. 5000/-, whichever is lower. Bid / Tender charges including tender processing fee for SSI Units shall be Rs. 9100/-.
- (iv) The bid security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders.

10. **FORFEITURE OF BID SECURITY:-**

The bid security will be forfeited in the following cases:

- (i) When Bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When Bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- (iii) When the Bidder does not deposit the security money after the supply order is given.
- (iv) When he fails to submit samples of quoted item on demand or extended time by competent authority on the request of the Bidder.
- (vi) When Bidder violates the any terms & conditions of the tender document.

11. **GUARANTEE CLAUSE:-**

- (i) The Bidder would give guarantee that the goods / stores / articles would continue to conform to the description and quality, specified as per technical specification from the date of delivery of the said goods to be purchased and that notwithstanding the fact that the purchaser may have inspected and or approved the said goods / articles if during the guarantee period as per technical specification, the said goods / articles be discovered not to conform to the description and quality as aforesaid / or have determined and the decision of the purchase officer /TIA, JKMSCL in that behalf shall be final and conclusive. The purchaser i.e JKMSCL will be entitle to reject the said goods / stores / articles or such portion thereof as may be discovered not to Conform to the said description and quality, on such rejection, the goods / articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The Bidder shall, if so called upon to do so replace the goods, etc. or such portion thereof as is rejected by the Purchase Officer / Committee constituted for the purpose, otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

12. **MARKING**

All Consumable / non-consumable articles should bear "**JKMSCL SUPPLY–NOT FOR SALE (2017-19)**" as mentioned in supply order in English on each without which the supply will not be entertained.

In case, any item supplied by the approved firm(s) does not conform to the required standard, the payment thereof, if received by the supplier shall have to be refunded to Jammu & Kashmir Medical Supplies Corporation Ltd.

Jammu / Srinagar. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test, where ever applicable. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under rules.

#### 14. RATES AND COMPARISON OF RATES:

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the tender and must be offered conforming to the following:-

- (i) Comparison of Rates:- In comparing the rates tendered by firm claiming the price preference operating in the state of J&K and those of other firms / companies not entitled to Price Preference, the element of Sales Tax shall be excluded.
- (ii) Delivery should be given as directed by M.D., Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar at different place in the State of Jammu and Kashmir and rate must be quoted accordingly; the Corporation will not pay any extra carriage or transportation charges.
- (iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including VAT/ CST/ any other tax applicable, transit insurance and any other levies or duties etc. charge on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in col. 7 of the Financial Bid (**Annexure- D**). In the event of any subsequent variation (increase or decrease) in excise duty by the government the same will be modified accordingly.
- (v) The rates should be confined as far as possible to the packing units mentioned in the Catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected. If the prices of items found same from two or more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by JKMSCL.
- (vi) 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 initialed with dates. Element of the J&K State VAT or CST or Central Sales Tax should be mentioned separately.
- (vii) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (viii) (A) No paper should be detached from the tender form.  
(B) The Bidder shall sign with seal on every page of the bid form and Terms and Conditions (**Annexure-B & L**) in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents with page numbering. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- (ix) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.
- (x) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than five years. In case, any bidder(s) quoted less rate / wrong rate, he shall be personally responsible for the same and no representation on this account shall be entertained. In such case, the firm / bidder shall be liable to be blacklisted / debarred for the particular item for a period not less than five years besides forfeiting of EMD equivalent to the contract value of that particular item.

**NOTE:** Specification in Financial Bid [**Annexure-D, (BOQ)**] should not be different from the original tender catalogue specifications, otherwise bid may liable to be rejected

#### 15. SUBMISSION AND RETURN OF SAMPLES DEMONSTRATIONS:

- (i) Bidder should sent Samples of all the quoted items free of cost, within ten days after declaring successful by Technical Evaluation Committee. The specifications or descriptions etc. of the items are mentioned in the bid document. No sample will be accepted after opening of financial bid. In the event of non-submission of samples within the prescribed period, the tender shall not be considered and Earnest Money shall be forfeited. However, JKMSCL may grant extension of time for submission of samples on the request of Bidder but not later than the two days before the date of opening of Financial bid.
- (ii) Samples of the unsuccessful Bidder may be collected back from the GM(ADM), JKMSCL, within the period intimated to him. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing examination etc. The corporation for a period of one month would retain sample of



approved items after the expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated period. The corporation will not make any arrangement for return of samples even if the Bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the period allowed for collection and no claim for cost etc. shall be entertained.

- (iii) The tenderer may be asked to demonstrate the technique, procedure and utility of item(s) as per specification of tender document before the technical committee of corporation at store of corporation.
- (iv) Samples should be strictly according to the items quoted in the tender form, failing which these will not be considered. Such sample must be delivered free of charge to the GM(ADM), JKMSCL, Jammu. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-
  - (A) Name and full address of the firm.
  - (B) Catalogue No. and name of item.
  - (C) Name of section.
  - (D) Name of manufacturer
  - (E) Brand
- (v) No change in marking on samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.
- (vi) **Original Brochures / catalogues / product information, etc. shall be submitted in separate envelop along with drafts in Jammu Corporate Office to facilitate the technical evaluation committee in evaluation of the product. The brochures, catalogues and other product information submitted should be signed by the authorized signatory of the company / vendor / manufacturer.**

#### 16. SECURITY DEPOSIT & AGREEMENT:

- (i) All firms whose offers are accepted will have to deposit a **security deposit equivalent to 5% of Purchase Orders awarded for each item** in favor of Jammu and Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar at the time of agreement. The Security Deposit shall be deposited in the form of Bank Guarantee.
- (ii) The supply orders shall only be placed after deposition of appropriate amount of Security Deposit and its adjustment orders by the Corporation.
- (iii) The Corporation will pay no interest on security deposit/Earnest money deposit.
- (iv) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. 100/- in the prescribed form with the M.D, Jammu and Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender is communicated to him. However, M.D. JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder. The validity of rate contract under this agreement shall be for a period of twenty four months from the day of issuance of offer letter (acceptance of rate offer). However, the validity of rate contract can further be extended on the same rate, terms and conditions for the period not exceeding three months by the mutual consent of both the parties.
- (v) 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.
  - (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
  - (iv) Registration issued by Registrar of Companies in case of Company.
  - (v) The Corporation can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by JKMSCL, but not exceeding six months, for which the Bidder will have to abide.
  - (vi) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of Security Deposit shall be liable to forfeiture in full or part by JKMSCL and decision MD, JKMSCL shall be final.
  - (vii) The rate contract cum supply can be repudiated at any time by the M.D., JKMSCL 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, M.D, JKMSCL may terminate agreement of rate contract at any time without notice/intimation to Bidder/ firm/company in public interest.

#### 17. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL/ GM(ADM) JKMSCL through registered post / e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries. **The supplying firms will execute all orders within 60 days for Indian and 90 days for imported items.**
- (ii) The consignee for supplies shall be the M.D / GM(ADM), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the state of Jammu and Kashmir.

- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment as per Annexure 6 E may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10<sup>th</sup> of each month to the department.
- (v) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non-supply on the quantity indented.
- (vii) Price Preference: Upto 15% price preference to be given to SSI units on landed cost. Further, few safeguards added in the procedure to ensure that the SSI units are not forced to accept rates below the quoted rates, if within 15% of the lowest outside bid.

**18. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-**

**(a) Submission of Return:**

The firm shall furnish consolidated statement (Annexure-K) of supplies made, in enclosed formats to each consignee(s) in statement No.1 and to GM(ADM), JKMSCL by 10th of each month duly verified by the consignee(s). Every time the statement should contain details of all orders placed, under the contract. Please note that if statements are not submitted in time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms will have to submit consolidated statement in duplicate at the end of RC to enable the Corporation to examine the case for refund of security money. The consignee will submit every month verified copy of statement No.1 (**Annexure-K**) along with his comment to GM(ADM), JKMSCL for monitoring of receipt of supplies.

**(b) Submission of Contract Completion Report:-**

- i) The consignee should submit the consolidated contract completion report in the prescribed statement (**Annexure-K**) against each order to the GM(ADM), JKMSCL within 45 days of supply/receipt of material.
- (ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to GM(ADM), JKMSCL within one month of receipt of material.
- (iii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of MD, JKMSCL/GM (Adm), JKMSCL for taking action against the contractor/supplier. Intimation to the contractor/ supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately. Any delay in taking action shall be viewed seriously by the corporation.

**19. TERMS OF PAYMENT:-**

Payment shall be released after receipt of supply as per supply order and after the receipt of certificate in the regard from the technical panel constituted for the purpose. The payment shall be made provided material is received & duly inspected within the stipulated delivery period at stores in perfect condition and as per specifications. In case of delayed supplies, deduction of Liquidated Damage charges as per provisions shall be made from payments. The firms shall seek time extension from authorities i.e. M.D, JKMSCL, Jammu / Srinagar (J&K) before dispatching the delayed material. Unless otherwise agreed between the corporation and the firm, payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment can also be made by account paying bank demand draft on request but bank commission charges or any remittance charges shall be borne by the firm. The payment may be made by MD, JKMSCL or the authorized purchasing officer by JKMSCL.

- 1. No advance payments towards cost of items will be made to the Bidder.
- 2. 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 as may be designated by M.D., JKMSCL. The **Annexure-K** shall be attached with bills.
- 3. If at any time during the period of contract, the price of tendered 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 MD, JKMSCL / GM (Adm) immediately about it. Purchasing authority 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.



4. In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender 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 tender. 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 Govt., after the date of submission of tender, 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 tender.
5. In case of successful bidder has been enjoying excise duty exemption on any criteria of Turn over etc., 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.

**20. LIQUIDATED DAMAGES:**

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages 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  $\frac{1}{4}$  but not exceeding  $\frac{1}{2}$  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%
- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D, JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL.
- (vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.
- (vii) If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approved from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).

**21. RECOVERIES:-**

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

**22. INSPECTION:-**

- i) The material will be supplied according to specifications provided at Annexure 'C' and shall be inspected by the agency/ committee/ Technical Panel 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 / technical panel constituted for the purpose by JKMSCL at the works of the Manufacturer or at the supply point or at site of Installation. The supplier shall provide all facilities for inspection / demonstration/ testing free of cost.

- ii) Notwithstanding the fact that the authorized inspecting agency/ committee had inspected and/or has approved the stores/articles at the work of the manufacturer or at the supply point, the purchase officer or his duly authorized Expert, shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.
- (iii) In case of doubts in any specific test (where ever applicable), same may be got conducted in any laboratory as per guidelines issued by rate contract concluding authority. If the material is found below specification or defective, it will not be accepted and shall notify the defects to the firm and inspecting agency within 15days. He shall also simultaneously ask the firm for removal of defect / replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective material after inspection or remove defects in the goods within fifteen days of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the corporation accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be re-inspected by Committee / Inspection Agency. Charges of such re-inspection at the work of manufacturer or at the supply point shall be borne by the supplier.
- (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm / supplier at the time of technical approval.
- (v) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department / Corporation shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

### 23. PACKING & INSURANCE:

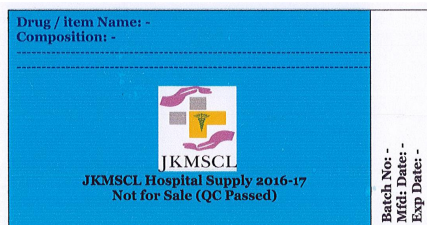
- (i) The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the department shall not be required to pay any such charges, if incurred
- (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Purchase 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. 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.
- (iii) Item ordered for meager quantities in JKMSCL, not forming batch size, JKMSCL may exempt the Art work on the representation made by the firm indicating batch size and other valid reasons if deemed fit by JKMSCL.

### PACKING SPECIFICATIONS:

#### Schedule for Packaging- General Specifications

1. No corrugate package should weigh more than 15kgs (i.e. product + inner carton + corrugated box).
2. All Corrugated boxed should be of 'A' grade paper i.e. Virgin
3. All items should be packed in first hand boxes only.
4. Flute: The corrugated boxes should be of narrow flute.
5. Joint: Every box should be preferably single joint and not more than two joints.
6. Stitching: Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the comers.
7. Flap: The flaps should uniformly meet but should not overlap each other. The flaps when turned by 45-60° should not crack.
8. Tape: Every box should be sealed with gum tape running along the top and lower opening.
9. Carry Strap: Every box should be strapped with two parallel nylon carry straps (they should intersect).
10. **Label:** Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicated that the product is for "**JKMSCL Supply - Not For Sale (2017-19)**" along with below mentioned logogram 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 depicted in **Annexure-K** of this

document. However, in case of imported items (s) / foreign manufactured products, the supplies may be arranged without logogram. No item should mention Market Rates on its labels.



11. **Other:** No box should contain mixed products or mixed batches of the same product. All supplies are being made with Art Work approved with Cyan Blue in the background of strip, label and secondary packing etc. without compromising with the regulatory requirement of printing as per Drug and Cosmetic Act 1940 and Rules / Amendments issued thereafter.

## II. Specifications for Chemicals

Not more than 25 kg may be packed in a single bag/carton.

In case of meager supply orders, TIA shall have right to take appropriate decision with regard to Art Work.

### 24. REJECTION:

- (i) Articles not as per specification/ or not approved shall be rejected by the department and will have to be replaced by the supplier / firm at its own cost within the time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., JKMSCL, (J&K) as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., JKMSCL shall be final.
- (iv) The rejected materials 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.
- (v) No payment shall be made for defective materials. However, if payment has been made, then defective material 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 deposited security money as per condition No. 16) Joint inspection of defective material may be carried out as required by the corporation. However, sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- (vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if the firm has deposited required security deposit as per contract.
- (vii) 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, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

### 25. CORRECTION OF ARITHMETIC ERRORS:

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

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the sub totals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above. If the Bidder that submitted the lowest evaluated bid does not accept the

correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**26. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**

- (i) The quantity of item originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- (ii) If the JKMSCL 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.
- (iii) If the Bidder fails to supply the JKMSCL shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.

**27. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER (IN CASE OF PROCUREMENT OF GOODS):**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

**28. PARALLEL RATE CONTRACT:**

The corporation may also execute parallel rate contract to with more than one Firm For each item on the lowest approved prices on the same terms & conditions, if the original Lowest one is not in a position to supply material as per department's requirements.

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
- (ii) Orders will be placed with lowest (L-1) firm. However in case of any exigency at the discretion of the Tender 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 terms & conditions.
- (iii) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1rate and L-1 supplier for an item for which the tender has been invited.
- (iv) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v) JKMSCL will inform the L-1 rate to the Bidders who had qualified for Price Bid (Cover -B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders who agree to match L-1rate, will be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc. ) of price (L-1rate).
- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender document and the delay would occur in executing the order, shall inform the GM (Adm) JKMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii) If the L-1 supplier has failed to supply / intimate JKMSCL about his inability/ delay in supply as per the purchase 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-1Bidders shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the items quoted by them.
- (ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.
- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate Supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1supplier.



- (x) If the supplier fails to supply the item(s) 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.
- (xi) The supplier shall supply the entire ordered quantity before the end of 60 days including installation from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for JKMSCL, the supply should be completed by 5.00 p.m. on the next working day.
- (xii) In case of imported items 30 days will be given in addition to above mention period.

**29. VALIDITY OF TENDER:**

Tender shall be valid for a period of one year from the date of issuance of Letter of Intent and may be extended for further 90 days with mutual consent of JKMSCL and firms.

**30. PRICE ESCALATION:**

Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this tender or agreement. However, provisions provided for tax variations are exclusive to this clause.

**31. SUBLETTING OF CONTRACT:**

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

**32. 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. If anytime, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the JKMSCL, Jammu / Srinagar (J&K) and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**33. SMALL GRIEVANCE**

Small grievances regarding interpretation of any clause of the Contract / Agreement executed between the parties, shall be referred to Managing Director, JKMSCL for its clarification.

**34. ARBITRATION**

34.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the State of Jammu and Kashmir and the laws of India as applicable to the State of Jammu and Kashmir.

34.2.1 Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively 'dispute') by giving a written notice to the other party, which shall contain

- i. a description of the dispute
- ii. the ground for such dispute
- iii. all written material in support of its claim

34.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 34.2.1, furnish:

- I. Counter claim and defences, if any, regarding the dispute; and
- II. All written material in support of its defences and counter claim

34.2.3 Within thirty days of issuance of notice by any party pursuant to para 34.2.1 or para 34.2.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.

34.3 Dispute Resolution: Besides, as referred above in para 34.2.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.

**35. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:**

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

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

**36. Conflict of Interests-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them. In a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject to the Bid; or
- g. 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.

- 37.** (i) Bidder is requested to send with bid, printed descriptive literature of the quoted items.  
(ii) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should provide copies of purchase orders, invoices and rate contract, if asked for.  
(iii) Bidder shall not make any supply on the RC of JKMSCL to any of the Institute / department within the state of J&K. In case of default, supplier has to deposit 5% of the total value of Purchase Order / Supplies made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm), JKMSCL.

**38.** All correspondence in this connection should be addressed to the **M.D, JKMSCL / GM(ADM), JKMSCL; Ist Floor, Drug Store Building, Govt. Medical College, Jammu Tawi, J&K - 180003.**

- 39.** (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.  
(ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if:-  
(a) fails to execute a contract or fails to execute it satisfactorily;  
(b) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;  
(c) the firm is suspected to be doubtful loyalty to state or country.  
(d) the State Investigation Agencies or any other investigating agency recommends such a course in respect of a case under investigation.  
(e) Bidder does not comply to clause 36 (iii), above.  
(f) M.D., JKMSCL 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 ill business dealing with it banned

**40.** 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.

41. (i) Any certificate/documents/information submitted by the bidder found to be false / forged / fabricated etc than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc for the limited or unlimited period
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
42. The Corporation reserves the right to accept any tender not necessarily the lowest. Corporation may reject any tender without assigning any reasons and accept tender 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.
43. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the MD JKMSCL.
44. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
45. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto. The Signing of **Annexure-L** shall be treated as acceptance all the terms and conditions of the Tender Documents.
46. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
47. **JURISDICTION:-**All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in the State of Jammu and Kashmir only.
48. **SAVING CLAUSE:-**No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.
49. **APPLICABILITY OF CLAUSES:-**All the clauses from 1 to 48 and their Annexures, Formats & Enclosures are applicable for the tendered items.

Jammu & Kashmir Medical Supplies Corporation Limited  
Jammu / Srinagar ( J&K).

**I / we have read the aforesaid terms and conditions and I / we agree to abide myself / ourselves by the above terms & conditions of the tender document.**

**B. Special Terms and conditions:-**

1. Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be uploaded in Cover "A" and Financial details (BOQ), should be uploaded in Cover "B" otherwise tender will not be considered.
2. Conditional tenders will not be considered.
3. Transshipment will be permitted and partial shipment not allowed.
4. Payment will be released after supply of entire quantity satisfactorily.
5. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.
6. All certificates should be valid on the date of submission of tender & issuing of supply order.
7. The name & make of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English / US / Indian will not serve the purpose.
8. Brochures, catalogues with detailed product information to be submitted in separate envelop along with tender fee and EMD in the office of MD, JKMSCL.

In the case of supply of imported item the suppliers shall furnish a certificate along with the bill to effect that the firm has completed all the formalities in connection with the import.

I / We have read the above terms and conditions and I / we agree to abide by the same.

Date

Signature  
Name in Capitals  
Company /Firm Seal



## ANNEXURE - C

### LIST OF LAB KITS, CHEMICAL REAGENTS AND GLASSWARE ITEMS

Sno.	Item Code	Name of Items	Pack Size
1	LM-001	Acetone AR	500ml
2	LM-002	Acetic anhydride	500gm
3	LM-003	Alpha-naphthol	500g
4	LM-004	Agarose powder	10g
5	LM-005	Amido black	25g
6	LM-006	Amino acid Kit (for biochemistry)	1kt
7	LM-007	Ammonia solution (30%) AR	500ml
8	LM-008	Ammonium sulphate Excel AR	500g
9	LM-009	Barbitone acetate	500gm
10	LM-010	Benedict's reagent	5lt
11	LM-011	Benzidine	250gm
12	LM-012	Bilirubin powder AR	1g
13	LM-013	Biuret reagent	100ml
14	LM-014	Bleaching powder practical grade	500g
15	LM-015	Bromine	100ml
16	LM-016	n-Butanol HPLC grade	1L
17	LM-017	Calcium chloride AR	500gm
18	LM-018	Chloroform AR	500ml
19	LM-019	Copper acetate AR	500g
20	LM-020	Creatinine powder AR	25g
21	LM-021	DNA (blood genomic) extraction kit, solution based	20pr
22	LM-022	Distilled water	5 L
23	LM-023	EDTA powder AR	100gm
24	LM-024	Electrophoresis (agarose gel) teaching kit (for serum electrophoresis)	10pr
25	LM-025	ELISA (sandwich) teaching kit	4pr
26	LM-026	Egg albumin powder	500g
27	LM-027	Ethanol (absolute alcohol) AR	500ml
28	LM-028	Ferric Chloride (Anhydrous) AR	500g
29	LM-029	FoLMalin (foLMaldehyde LR)	500ml
30	LM-030	Fructose powder	500g
31	LM-031	Glacial acetic acid AR	2.5L
32	LM-032	Glucose powder (anhydrous) AR	500g
33	LM-033	Hydrochloric acid 35% pure AR	2.5L
34	LM-034	Hydrogen peroxide AR	500ml
35	LM-035	Immunodiffusion (radial) teaching kit	20pr
36	LM-036	Iodine AR	100 gm
37	LM-037	Manitol	500gm
38	LM-038	Lead acetate AR	100g
39	LM-039	Lithium carbonate AR	500g
40	LM-040	Litmus paper (red or blue)	01 Box
41	LM-041	Magnesium chloride anhydrous	1kg
42	LM-042	Maltose powder	500g
43	LM-043	Mercuric sulphate AR	250g
44	LM-044	Methanol AR	500ml
45	LM-045	Methyl red indicator	125ml
46	LM-046	Ninhydrin AR	10g
47	LM-047	Nitric acid AR 69% pure	500ml
48	LM-048	PCR teaching kit	10pr
49	LM-049	Phenol red indicator	125ml
50	LM-050	Phenyl hydrazine	250g
51	LM-051	Potassium permanganate AR	500g
52	LM-052	SDS AR	100g
53	LM-053	Seliwanoff's Reagent	500ml

54	LM-054	Serum albumin kit; BCG colorimetric kit	Pack Size 1x50ml
55	LM-055	Serum alkaline phosphatase kit- Mod Kind & Kings colorimetric	Pack Size 1x50ml
56	LM-056	Serum bilirubin kit DMSO colorimetric	Pack Size 1x50ml
57	LM-057	Serum calcium kit OCPC colorimetric	Pack Size 1x50ml
58	LM-058	Serum cholesterol kit; CHOD/POD colorimetric	Pack Size 1x50ml
59	LM-059	Serum cholesterol HDL kit; colorimetric	Pack Size 1x50ml
60	LM-060	Serum creatinine kit; Alkaline picrate colorimetric	Pack Size 1x50ml
61	LM-061	Serum glucose kit; GOD/POD colorimetric	Pack Size 1x1000ml
62	LM-062	Serum glutamate OT kit; Retman&Frankels	Pack Size
63	LM-063	Serum glutamate PT kit; Retman&Frankels	Pack Size
64	LM-064	Serum phosphorus kit; ModGomorris colorimetric	Pack Size
65	LM-065	Serum total Protein kit; Biuret colorimetric	Pack Size
66	LM-066	Serum triglyceride kit; GPO/POD colorimetric	Pack Size
67	LM-067	Serum urea kit; Bertholet colorimetric	Pack Size
68	LM-068	Serum uric acid kit; Uricase/POD colorimetric	Pack Size
69	LM-069	Sodium barbiturate;	500g
70	LM-070	Sodium bicarbonate	500g
71	LM-071	Sodium chloride AR	500g
72	LM-072	Sodium hydroxide pellets AR	500gm
73	LM-073	Sodium nitrite AR	500g
74	LM-074	Sodium nitroprusside AR	100g
75	LM-075	Sodium tungstate AR.	100 gm
76	LM-076	Starch (cor n)	500g
77	LM-077	Sucrose powder extrapure	500g
78	LM-078	Sulphuric acid ultrapure	250ml
79	LM-079	Sulphur Powder SP	500g
80	LM-080	Tri chloro acetic acid AR	500g
81	LM-081	Tris HCl, AR	100g
82	LM-082	Urea powder AR	500g
83	LM-083	Uric acid powder AR	10g
84	LM-084	Washing liquid for glasswares (Tipol)	5L
85	LM-085	Solvent for spirit lamp	5L
86	LM-086	Wicks for spirit lamp	1 x 100 pcs
87	LM-087	Agar powder	1x500 gm
88	LM-088	Nutrient Agar Media	1x500 gm
89	LM-089	Macconkey Agar	1x500gm
90	LM-090	Muller Hinton Agar	1x500 gm
91	LM-091	CLED Agar	1x100 gm
92	LM-092	TCBS	1x100 gm
93	LM-093	DCA	1x100 gm
94	LM-094	XLD Agar	1x100 gm
95	LM-095	Sabouraud Dextrose Agar with Chloramphenicol	1x500 gm
96	LM-096	Bile Esculin Agar	1x100 gm
97	LM-097	Hugh- Leifson Broth	1x100 gm
98	LM-098	Potato Dextrose Agar	1x100 gm
99	LM-099	HiCrome Candida Differential Agar	1x100 gm
100	LM-100	Mannitol Salt Agar	1x500 gm
101	LM-101	Corn Meal Agar	1x500 gm
102	LM-102	Selenite- F broth (Twin pack)	1x100 gm
103	LM-103	Modified Thayer Martin Agar	1x100 gm
104	LM-104	Brain Heart Infusion Broth	1x100 gm
105	LM-105	V.C.N Supplement	1 pkt x 5VL
106	LM-106	Actidione	1x1 gm
107	LM-107	Peptone	1x500 gm
108	LM-108	Glucose Phosphate Broth	1x500 gm
109	LM-109	Robertson cooked media	1x100 gm
110	LM-110	Simmon Citrate Agar	1x100 gm

111	LM-111	Urea Agar base	1x100 gm
112	LM-112	Urea A.R	1x500 gm
113	LM-113	Triple Sugar Iron Agar	1x100 gm
114	LM-114	LJ Slants	1x25 Slants
115	LM-115	Phenylalanine Agar (PPA)	1x100 gm
116	LM-116	Nitrate Reduction Broth	1x100 gm
117	LM-117	Nutrient Broth	1x100 gm
118	LM-118	Decarboxylase Moeler Broth	1x100 gm
119	LM-119	Andrade peptone water	1x100 gm
120	LM-120	Optochin disc (5mcg)	1vlx50 disc
121	LM-121	Oxidase disc	1vlx50 disc
122	LM-122	Bile esculine disc	1vlx50 disc
123	LM-123	ONPG	1vlx50 disc
124	LM-124	Hippurate disc	1vlx25 disc
125	LM-125	Bacitracin disc	1pkt x 5ct =250 disc
126	LM-126	Antibiotic disc	1pkt x 5ct = 250 disc
127	LM-127	MIC Strips	1pkt x10ST
128	LM-128	L-Lysine	1x25 gm
129	LM-129	Ornithine	1x25 gm
130	LM-130	L-Arginine	1x25 gm
131	LM-131	Phenol red	1x100 gm
132	LM-132	D-Glucose	1x500 gm
133	LM-133	Sucrose	1x500 gm
134	LM-134	Maltose	1x100 gm
135	LM-135	D-Mannitol	1x500 gm
136	LM-136	Lactose	1x500 gm
137	LM-137	Arabinose	1x25 gm
138	LM-138	Trehalose	1x25gm
139	LM-139	Starch	1x500gm
140	LM-140	Inuline	1x25gm
141	LM-141	Dextrose	1x500 gm
142	LM-142	Methyl Red Indicator	1x125 ml
143	LM-143	Barrit reagent A	1x100 ml
144	LM-144	Barrit reagent B	1x100 ml
145	LM-145	Sodium Thio sulphate	1x500gm
146	LM-146	Ferric chloride Anhydrous	1x500 gm
147	LM-147	Hydro Chloric Acid	1x500 ml
148	LM-148	Potassium dichromate	1X500 gm
149	LM-149	Sulphuric acid	1X500 ml
150	LM-150	Hypochloride solution 10%	1x5 ltr
151	LM-151	FoLMaldehyde (37-41%)	1x500ml
152	LM-152	Potassium hydroxide pellets	1x500gm
153	LM-153	Glycerol	1x1 ltr
154	LM-154	Potassium chloride	1x500 gm
155	LM-155	Di sodium hydrogen phosphate	1x500 gm
156	LM-156	Potassium bi phosphate-A.R	1X500gm
157	LM-157	Sodium Chloride	1x500gm
158	LM-158	Sodium hydroxide	1x500 gm
159	LM-159	Xylene	1x2.5 lt
160	LM-160	Ethanol	1x500 ml
161	LM-161	Barium chloride	1x500 gm
162	LM-162	Acetone	1x500 ml
163	LM-163	Solvent for spirit lamp	1x5 ltr
164	LM-164	DPX mountant	1x250 ml
165	LM-165	Gram stain kit 125 ml	1 kit
166	LM-166	Acid fast stain kit 125ml	1 kit
167	LM-167	Basic fuschin	1x25 gm

168	LM-168	Geimsa stain kit 100ml	1x100 ml
169	LM-169	Leishman stain kit (Twin pack)	1x250 ml
170	LM-170	Lactophenol cotton blue	1x100 ml
171	LM-171	Lugols iodine	1x125 ml
172	LM-172	India Ink	1x23 ml
173	LM-173	Gention Violet	1x100 gm
174	LM-174	Potassium Iodide	1x100 gm
175	LM-175	Iodine Crystals	1x50 gm
176	LM-176	Saffranine	1x25 gm
177	LM-177	Phenol	1x500 gm
178	LM-178	Methylene Blue	1x25 gm
179	LM-179	Malarial Stain kit	1x125 ml
180	LM-180	Andred Indicator	1x125 ml
181	LM-181	- naphthalamine solution	1x100 ml
182	LM-182	Glacial acetic acid	1x500 ml
183	LM-183	Potassium Nitrate	1x500 ml
184	LM-184	Lead acetate anhydrous	1x500gm
185	LM-185	Kovac's reagent	1x100 ml
186	LM-186	Albert's Metachromatic Stains kit	1x125 ml
187	LM-187	Paraffin liquid, light	1x500ml
188	LM-188	Syringe Filter (25mm, 1pack x 2no.)	1x30
189	LM-189	Round Magnetic Stirrer Bar with pivot ring - 8mm x 14mm	1x10
190	LM-190	Anaerogas Pack	1x5
191	LM-191	Sterile Spreader (Disposable)	5x10
192	LM-192	Test tube cleaning Nylon Brush	1x10
193	LM-193	Spatula (Stainless steel)	1x50
194	LM-194	Test tube holder (wooden)	1pc
195	LM-195	Narrow Mouth Wash Bottle (250 ml)	1x12
196	LM-196	Screw tubes, Bakelite cap (30ml)	1x100
197	LM-197	Empty Tips Box (200 l)	1x5
198	LM-198	Empty Tips Box (1000 l)	1x5
199	LM-199	Tissue Culture Flask (75 cm2)	1x100
200	LM-200	Glass Marker pen/ pencil	1x10
201	LM-201	Couplin jar	1x12
202	LM-202	Reagent Bottle (Narrow Mouth) 30ml	1x12
203	LM-203	Reagent Bottle (Narrow Mouth) 125ml	1x12
204	LM-204	Reagent Bottle (Narrow Mouth) 250ml	1x12
205	LM-205	Reagent Bottle (Narrow Mouth) 500ml	1x12
206	LM-206	Dropping Bottle (60 ml)	1x12
207	LM-207	Test Tube Basket with Cover (180x170x160)	1x6
208	LM-208	Antibiotic zone measuring scale	1x3
209	LM-209	Electronic Timer	1pc
210	LM-210	Carboy (10 lts)	1pc
211	LM-211	Tuberculin syringe	1 no
212	LM-212	Disposable dropper (3ml)	1x500
213	LM-213	Sterile Uricol (50 ml)	1x100
214	LM-214	Sterile Cotton Swabs	1x500 no
215	LM-215	Petriplates 90 mm disposable	1x450
216	LM-216	Conical Tubes (Vol- 10 ml,16x102mm)	1x1000
217	LM-217	Micro pipette tips 10 l	1x1000
218	LM-218	Micro pipette tips 50 l	1x1000
219	LM-219	Micro pipette tips 100 l	1x1000
220	LM-220	Micro pipette tips 1000 l	1x1000
221	LM-221	Hi-dispo Bags- 12	1x500
222	LM-222	Tissue Paper	1pc
223	LM-223	Mask	1x100
224	LM-224	Lint free Tissue Papers	1 pack

225	LM-225	Immersion Oil	1x30 gm
226	LM-226	Liquid Detergent (Extran solution MA03)	1x500 ml
227	LM-227	Glycerine	1ltr
228	LM-228	Haemotoxyline powder	25 gm
229	LM-229	Methanol LR	2.5ltr
230	LM-230	Isopropyl Alcohol	2.5 ltrs
231	LM-231	Periodic Acid	25 gm
232	LM-232	Paraffin Wax	500 gm
233	LM-233	Oxalic acid	100 gm
234	LM-234	Silver Nitrate	100 gm
235	LM-235	Sulphosalicylic Acid	100 gm
236	LM-236	Congo Red	500 gm
237	LM-237	Sodium Hypochloride	5 ltrs
238	LM-238	Lab Wash	1 x 5 ltr
239	LM-239	Methylated Spirit	1 x 5 ltr
240	LM-240	Eosin powder (Yellow)	1 x 25 gm
241	LM-241	Light Green Powder	1x25gm
242	LM-242	Orange G Powder	1x25 gm
243	LM-243	Sodium Iodate	1x100gm
244	LM-244	Sodium Metabisuphate	1 x 500gm
245	LM-245	Phosphotungstic Acid	1 x 500gm
246	LM-246	Diastase	1 x 500gm
247	LM-247	Alcian Blue	1 x 25gm
248	LM-248	Disodium hydrogen orthophosphate	1 x 500gm
249	LM-249	Gold Chloride	1 x 500gm
250	LM-250	Nitric Acid	1 x 500gm
251	LM-251	Ferric Chloride	1 x 500gm
252	LM-252	Mercuric Chloride	1 x 25 gm
253	LM-253	Methyl violet	1 x 25gm
254	LM-254	Phosphomolybedic acid	1 x 25gm
255	LM-255	FoLMic Acid	1 x 1 ltr
256	LM-256	Potassium Ferrocyanide	1 x 500gm
257	LM-257	Aniline Blue	1 x 25gm
258	LM-258	EDTA Powder	1 x 100gm
259	LM-259	Cedar Wood oil	1 x 100ml
260	LM-260	Tri chloro acetic acid	1 x 100gm
261	LM-261	ChlorofoLM	1 x 1ltr
262	LM-262	Brillant Cresyl Blue	1 x 25gm
263	LM-263	Urea powder	1 x 500gm
264	LM-264	Sterillium Hand rub	1x500 ml
265	LM-265	Whatmann Filter Paper no. 1 (90 mm)	1x100
266	LM-266	Chemical Indicator Tape for autoclave	1x50 mts
267	LM-267	Freeze tag White tape	1x1000
268	LM-268	Parafilm (4'x 125")	1 roll
269	LM-269	Assorted Nichrome Loop	5x10
270	LM-270	pH paper (1-14)	1x200 no
271	LM-271	pH paper (6.5 - 9.0)	1x200 no
272	LM-272	pH buffer tablets- pH 4	1x10 no.
273	LM-273	pH buffer tablets- pH 7.2	1x10 no.
274	LM-274	pH buffer tablets- pH 9.2	1x10 no.
275	LM-275	Glass Cover Slip (19x19mm)	1pack x 20 boxes
276	LM-276	Cavity Slides (1 cavity/slide)	1x10pc
277	LM-277	Petriplates (80 x 15 mm)	1x100
278	LM-278	Anaero Indicator Tablet	1x10 no.
279	LM-279	Tuberculosis First line kit	1pack x 7 slants
280	LM-280	N-Acetyl-L-cysteine	1x25gm
281	LM-281	FoLMaline	1x30 ltr

282	LM-282	Potassium nitrate	1 x 25gm
283	LM-283	Potassium acetate	1 x 25gm
284	LM-284	Ethyl Alcohol 6 concentrated 100%	1 x 25gm
285	LM-285	Sodium Acetate	1 x 500gm
286	LM-286	Benedict's reagent	5 litres
287	LM-287	3g/dl sulphosalicylic acid	5litres
288	LM-288	Glacial Acetic acid	5 litres
289	LM-289	Rothera's powder mixture	5 kg
290	LM-290	Concentrated Ammonium hydroxide	5 litres
291	LM-291	Sulphur powder	1 x 500gm
292	LM-292	Erlich's reagents	1 x 200ml
293	LM-293	Acetone	2.5 ltr
294	LM-294	N/10 HCl	5x 500 ml
295	LM-295	WBC diluting fluid	20 x 500 ml
296	LM-296	RBC diluting fluid	20x 500 ml
297	LM-297	NoLMal saline	10 x 500 ml
298	LM-298	Sodium nitroprusside	1 x 500 gm
299	LM-299	Filter paper 46 x 75 cm	Each pack
300	LM-300	Leishman stain powder	1 x 100gm
301	LM-301	Methanol (acetone free)	20 litres
302	LM-302	Spirit lamp	Each
303	LM-303	Ammonium sulphate	1x300 gm
304	LM-304	Activated Charcoal	1 x 500gm
305	LM-305	Multistix for urine	5 packs each containing 100 strips
306	LM-306	Thymol Crystal	100 gm
307	LM-307	MGG Stain	25 gm
308	LM-308	Urine Strips	Per strip
309	LM-309	Calcium Chloride	500gm
310	LM-310	Fouchet's Reagents	200ml
311	LM-311	Ammonia solution 500ml	Each
312	LM-312	Hydrogen Peroxide	1 ltr
313	LM-313	Watch glass	Each
314	LM-314	Petri dish	Each
315	LM-315	Enamel tray 18 x 12ö and 18 x 6ö	5 each
316	LM-316	Thiosemicarbazide	250g
317	LM-317	Sodium potassium tartarate	500g
318	LM-318	Iodine granules	500gms
319	LM-319	Potassium disulfite	500gms
320	LM-320	Phenylhydrazinium chloride	500g
321	LM-321	Drabkin solution	100 x 5 ltrs
322	LM-322	Reagent bottle 100 ml	Each
323	LM-323	Picric Acid	500gms
324	LM-324	Acid Fuchsin	25 gms
325	LM-325	Phosphomolybdic Acid	25gms
326	LM-326	Iron Alum	500gms
327	LM-327	Potassium Metabisulphate	500gms
328	LM-328	Sodium Tetraborate	500gms
329	LM-329	Methanamine	500gms
330	LM-330	Chromic Acid	500gms
331	LM-331	Mercuric Oxide (Yellow)	25 gms
332	LM-332	Neutal Red	25 gms
333	LM-333	Peanut Oil	03 liters
334	LM-334	Ammonium Potassium Sulphate	500gms
335	LM-335	Heparin sodium injection 25000 units/vial	Each
336	LM-336	Karyotype medium RPMI 1640	1 ltr
337	LM-337	Fetal Bovine Serum	100ml

338	LM-338	Phytohemagglutinin-M(PHA-M)	Each
339	LM-339	L-glutamine 200mmol/l	500ml
340	LM-340	Colcemid solution 10mg/ml	Each
341	LM-341	Hypotonic solution (0.075 MKCL)	Each
342	LM-342	Giemsa stain	Each
343	LM-343	Hanks buffer	1 ltr
344	LM-344	Trypsine	50mg
345	LM-345	Mercuric oxide	25gm
346	LM-346	Dispenser	Each
347	LM-347	Galatose	500gms
348	LM-348	Dextrin	500gms
349	LM-349	Cholesterol Power	100g
350	LM-350	Sodium Carbonate	500g
351	LM-351	Copper Sulphate	500gms
352	LM-352	Ploroglucinol	100g
353	LM-353	Zinc Sulphate	500g
354	LM-354	Potassium Thiocynate	500g
355	LM-355	Ortho ó toluidine	100gms
356	LM-356	Ammonium Oxalate	500g
357	LM-357	Cuprous sulphate	250g
358	LM-358	Cupric sulphate	500gms
359	LM-359	Cupric acetate	500gms
360	LM-360	Magnesium Ribbon	500gms
361	LM-361	Di-ethyl ether	500ml
362	LM-362	Tri Sodium Citrate	500g
363	LM-363	Ammonium Chloride	500gms
364	LM-364	Potassium Hydrogen Sulphate GR	500g
365	LM-365	Dipotassium hydrogen Phosphate GR	500g
366	LM-366	Sodium dihydrogen phosphate GR	500g
367	LM-367	Sodium hypochlorite	500ml
368	LM-368	Sodium dodecyl sulfate	500gms
369	LM-369	Bis-acrylamide pure	500g
370	LM-370	T.E.M.E.D.	500g
371	LM-371	Guanidine hydrochloride	500gms
372	LM-372	Ethium bromide	250g
373	LM-373	Arsenic Pentoxide	500gms
374	LM-374	Sodium Nitrite	500gms
375	LM-375	Sodium bisulphate	250g
376	LM-376	Phenophthalein	100g
377	LM-377	Sodium Nitrate	250g
378	LM-378	Bromine ampoules	10ml
379	LM-379	Tris HCL	500ml
380	LM-380	Tris Base	500g
381	LM-381	Tris	500g
382	LM-382	Boric Acid	500g
383	LM-383	Hydrochloric Acid AR/GR	2.5 ltrs
384	LM-384	Benedicts uric acid	100ml
385	LM-385	Tri-chloroacetic Acid	500ml
386	LM-386	Phosphoric acid	500ml
387	LM-387	Ortho phosphoric acid	500ml
388	LM-388	Ehrlich's reagent	125ml
389	LM-389	Tollen's reagent	250ml
390	LM-390	Nessler's Reagent	125 ml
391	LM-391	Liquid ammonia solution	500ml
392	LM-392	Bromophenol Blue	100g
393	LM-393	Isopropanol	5 ltr
394	LM-394	Borax solution	500ml



395	LM-395	Resorcinol	250g
396	LM-396	Proteinase K	50g
397	LM-397	RNase	2000 units
398	LM-398	Taq Polymerase	3000 units
399	LM-399	Labolene Detergent solution	500ml
400	LM-400	DNA Extraction Kits (Blood)	200 rxns
401	LM-401	DNA Extraction Kits (Tissue)	200 rxns
402	LM-402	Protein Extraction Kits (Tissue)	100 rxns
403	LM-403	DMSO	250ml
404	LM-404	Glucose GOD/POD kits for semi auto analyzer	1 x 1000 tests
405	LM-405	TSH (Elisa) kits for semi auto analyzer	1 x 100 tests
406	LM-406	CHOD-PAP Reagent cholesterol kits for semi auto analyzer	1 x 100 tests
407	LM-407	Berthelot urea estimation kits for semi auto analyzer	1 x 100 tests
		<b>GLASSWARE</b>	
408	LM-408	Beakers- 5 to 5000ml	Each
409	LM-409	Beakers- 5ml	Each
410	LM-410	Beakers- 10ml	Each
411	LM-411	Beakers- 25ml	Each
412	LM-412	Beakers- 50ml	Each
413	LM-413	Beakers- 100ml	Each
414	LM-414	Beakers- 250ml	Each
415	LM-415	Beakers- 500ml	Each
416	LM-416	Beakers- 1000ml	Each
417	LM-417	Beakers- 5000ml	Each
418	LM-418	Beakers- cylindrical 200ml	Each
419	LM-419	Flasks óconical, flat bottom round, volumetric- 100ml	Each
420	LM-420	Flasks óconical, flat bottom round, volumetric- 250ml	Each
421	LM-421	Flasks óconical, flat bottom round, volumetric- 500ml	Each
422	LM-422	Flasks óconical, flat bottom round, volumetric- 1000ml	Each
423	LM-423	Glass rods 40 inch long	Each
424	LM-424	Museum jars (small) : H 140 x L 215 x W 100 MM	Each
425	LM-425	Museum jars (medium): H 220 x L 140 x W 140 MM	Each
426	LM-426	Museum jars (large) : H 250 x L 250 x W 150 MM	Each
427	LM-427	Bottles Sp. Gravity 25 cc	Each
428	LM-428	Haemocytometers with red and white pipettes	Each
429	LM-429	Haemoglobinometers, Sahiliçtype	Each
430	LM-430	Sedimentation apparatus-one westergen and one wintrobe	Each
431	LM-431	Coplin staining jars for slides.	Each
432	LM-432	Centrifuge tubes graduated -17x120mm	Each
433	LM-433	Centrifuge tubes plain- 17x120mm	Each
434	LM-434	Crucible with lid with pastle	Each
435	LM-435	Desiccators- Vacuum type 200 mm	Each
436	LM-436	Urinometers	Each
437	LM-437	Albuminometers, Esbachs & Aufrechç type	Each
438	LM-438	Cuboid jars with glass lid cover (L=12cms; B=10cms; H=16cms)	Each
439	LM-439	Cuboid jars with glass lid cover (L=12cms; B=12cms; H=10cms)	Each
440	LM-440	Cuboid jars with glass lid cover (L=25cms; B=12cms; H=25cms)	Each
441	LM-441	Cuboid jars with glass lid cover (L=20cms; B=17cms; H=20cms)	Each
442	LM-442	Cuboid jars with glass lid cover (L=10cms; B=05cms; H=15cms)	Each
443	LM-443	Cuboid jars with glass lid cover (L=30cms; B=20cms; H=30cms)	Each
444	LM-444	Cylindrical jars with glass lid (Dia=15cms; H=30cms)	Each
445	LM-445	Cylindrical jars with glass lid (Dia=05cms; H=20cms)	Each
446	LM-446	Cylindrical jars with glass lid (Dia=09cms; H=19cms)	Each
447	LM-447	Cylindrical jars with glass lid (Dia=7.5cms; H=37cms)	Each
448	LM-448	Cylindrical jars with glass lid (Dia=09cms; H=16cms)	Each
449	LM-449	Cylindrical jars with glass lid (Dia=06cms; H=10cms)	Each
450	LM-450	Cylindrical jars with glass lid (Dia=09cms; H=20cms)	Each

		<b>Graduated cylinders:</b>	
451	LM-451	Graduated cylinders 10 ml -	Each
452	LM-452	Graduated cylinders 100 ml--	Each
453	LM-453	Graduated cylinders 500 ml-	Each
454	LM-454	Graduated cylinders 1000 ml	Each
455	LM-455	Graduated cylinders 2000 ml-	Each
456	LM-456	Glass ó Class A pipettes, graduated 0.1 ml	Each
457	LM-457	Glass ó Class A pipettes, graduated 0.2 ml-	Each
458	LM-458	Glass ó Class A pipettes, graduated 1 ml-	Each
459	LM-459	Glass ó Class A pipettes, graduated 2 ml-	Each
460	LM-460	Glass ó Class A pipettes, graduated 5 ml-	Each
461	LM-461	Glass ó Class A pipettes, graduated 10 ml-	Each
462	LM-462	Screw óplastic caps glass bottles- amber- Cap 250ml-	Each
463	LM-463	Screw óplastic caps glass bottles- clear- Cap 250ml-	Each
464	LM-464	Dropping bottles ó brown glass- 60ml	Each
465	LM-465	Dropping bottles ó brown glass- 125ml	Each
466	LM-466	Glass funnels- 50mm-	Each
467	LM-467	Glass funnels- 100mm-	Each
468	LM-468	Test tubes ó 10x 75mm-	Each
469	LM-469	Test tubes ó 12x 75mm-	Each
470	LM-470	Test tubes ó 15x125mm -	Each
471	LM-471	Test tubes ó 10x 150mm-	Each
472	LM-472	Test tubes ó 18x 150mm-	Each
473	LM-473	Pasture pipette- 1ML: Sterile: Pack of 500 pcs	Each
474	LM-474	Pasture pipette- 3 ML: Sterile: Pack of 500 pcs	Each
475	LM-475	Microslide : Frosted: Pack of 50 pcs Pic ó 1	Each
476	LM-476	Cover slip 22 x22 mm: Pack 10 gm	Each
477	LM-477	Glass Funnel (100 mm)	Each
478	LM-478	Glass vials (small and wide mouth without lids)	Each
479	LM-479	Falcon Tubes 10ml	Each
480	LM-480	Falcon Tubes 50ml	Each
481	LM-481	Eppendorf tubes 1.5ml	Each
482	LM-482	PCR tubes	Each
483	LM-483	Autoclave reagent bottles with screw caps 100ml	Each
484	LM-484	Autoclave reagent bottles with screw caps 200ml	Each
485	LM-485	Autoclave reagent bottles with screw caps 250ml	Each
486	LM-486	Autoclave reagent bottles with screw caps 500ml	Each
487	LM-487	Autoclave reagent bottles with screw caps 1000ml	Each
488	LM-488	Erlenmeyer Flasks 2000ml	Each
		<b>ANTIBIOTIC DISCS (As per CLSI guidelines):</b>	
489	LM-489	Penicillin G 10 units	Each
490	LM-490	Penicillin ó streptomycin 10000U/ml penicillin and 10000mg/ml streptomycin	3 x 25g
491	LM-491	Ampicillin 10µg	Each
492	LM-492	Piperacillin 100µg	Each
493	LM-493	Cloxacillin 5µg	Each
494	LM-494	Amoxicillin + Clavulanic Acid 20/10 µg	Each
495	LM-495	Piperacillin + Tazobactam 100/10 µg	Each
496	LM-496	Ticarcillin +Clavulanic Acid 75/10 µg	Each
497	LM-497	Ceftazidime +Clavulanic Acid 30/10 µg	Each
498	LM-498	Cefoperazone+Sulbactam 75/10 µg	Each
499	LM-499	Cefepime 30µg	Each
500	LM-500	Cefoperzone 75µg	Each
501	LM-501	Cefoxitin 30µg	Each
502	LM-502	Cefotaxime 30µg	Each
503	LM-503	Ceftriaxone 30µg	Each
504	LM-504	Cefixime 5µg	Each

505	LM-505	Cefpodoxime 10µg	Each
506	LM-506	Cefdinir 5µg	Each
507	LM-507	Ceftazidime 30µg	Each
508	LM-508	Cefuroxime 30µg	Each
509	LM-509	Gentamicin 10µg	Each
510	LM-510	Gentamicin (HLAR) 120µg	Each
511	LM-511	Amikacin 30µg	Each
512	LM-512	Netilmicin 30µg	Each
513	LM-513	Tobramycin 10µg	Each
514	LM-514	Imipenem 10µg	Each
515	LM-515	Meropenem 10µg	Each
516	LM-516	Aztreonam 30µg	Each
517	LM-517	Tetracycline 30µg	Each
518	LM-518	Ciprofloxacin 5µg	Each
519	LM-519	Levofloxacin 5µg	Each
520	LM-520	Gatifloxacin 5µg	Each
521	LM-521	Ofloxacin 5µg	Each
522	LM-522	Norfloxacin 10µg	Each
523	LM-523	Nalidixic Acid 30µg	Each
524	LM-524	Cotromoxazole 1.25/23.75µg	Each
525	LM-525	Chloramphenicol 30µg	Each
526	LM-526	Nitrofurantoin 300µg	Each
527	LM-527	Colistin 10µg	Each
528	LM-528	Polymixin B 300 units	Each
529	LM-529	Vancomycin 30µg	Each
530	LM-530	Teicoplanin 30µg	Each
531	LM-531	Erythromycin 15µg	Each
532	LM-532	Clindamycin 2µg	Each
533	LM-533	Linezolid 30µg	Each
534	LM-534	Furoxone (Furazolidone) 100µg	Each
535	LM-535	Metronidazole 4µg	Each
		<b>Clinical Diagnostic Tests Kits / consumables</b>	
536	LM-536	Rapid Serology Kits	Each
537	LM-537	ASO Qualitative Kit	Each
538	LM-538	CRP Qualitative Kit	Each
539	LM-539	RF Qualitative Kit	Each
540	LM-540	Widal slide kit	Each
541	LM-541	VDRL/RPR kit	Each
542	LM-542	Hydated Serology Kit	Each
543	LM-543	Amoebic Serology Kit	Each
		<b>Elisa Kits</b>	
544	LM-544	Dengue IgM Elisa	96 test Each
545	LM-545	Dengue IgG Elisa	96 test Each
546	LM-546	Dengue NS-1 Elisa	96 test Each
547	LM-547	HAV (IgM) Elisa Kit	96 test Each
548	LM-548	Anti-HBs Elisa Kit	96 test Each
549	LM-549	HBeAg Elisa Kit	96 test Each
550	LM-550	Anti-HMe Elisa Kit	96 test Each
551	LM-551	HEV Elisa Kit	96 test Each
552	LM-552	HDV Elisa Kit	96 test Each
553	LM-553	Anti-HBc (IgM) Elisa Kit	96 test Each
554	LM-554	Toxoplasma (IgM) Elisa	96 test Each
555	LM-555	Toxoplasma (IgG) Elisa	96 test Each
556	LM-556	Rubella (IgM) Elisa	96 test Each
557	LM-557	Rubella (IgG) Elisa	96 test Each

558	LM-558	CMV (IgM) Elisa	96 test Each
559	LM-559	CMV (IgG) Elisa	96 test Each
560	LM-560	Herpes 1 (IgM) Elisa	96 test Each
561	LM-561	Herpes 2 (IgM) Elisa	96 test Each
562	LM-562	Herpes 1 (IgG) Elisa	96 test Each
563	LM-563	Herpes 2 (IgG) Elisa	96 test Each
564	LM-564	Clostridium difficile Elisa Kit	96 test Each
565	LM-565	Chlamydia tracomatis IgM Elisa	96 test Each
566	LM-566	Chlamydia tracomatis IgG Elisa	96 test Each
567	LM-567	Chlamydia pneumoniae IgM Elisa	96 test Each
568	LM-568	Chlamydia pneumoniae IgG Elisa	96 test Each
569	LM-569	Chlamydia pneumoniae IgA Elisa	96 test Each
570	LM-570	Rickettsia (scrub typhus) IgM Elisa	96 test Each
571	LM-571	Rickettsia (scrub typhus) IgG Elisa	96 test Each
572	LM-572	HBCIgM Elisa	96 test Each
573	LM-573	Ds DNA Elisa IgG and IgM	96 test Each
574	LM-574	Brucella Elisa IgG	96 test Each
575	LM-575	Brucella Elisa IgM	96 test Each
576	LM-576	ANA Screen	96 test Each
577	LM-577	R Factor Latex 100T	Each
578	LM-578	Brucella Agglutination Test 100T	Each
579	LM-579	Anti-CCP Elisa	96test Each
580	LM-580	P-ANCA/C-ANCA Elisa	Each
581	LM-581	Hs-CRP	Each
582	LM-582	Anti Ro/La	Each
583	LM-583	Anti-Smith	Each
584	LM-584	Anti-Sel	Each
585	LM-585	Anti u RNP	Each
		<b>Misc Kits</b>	
586	LM-586	Pregnancy Kit	50 test Each
587	LM-587	Occult blood kit	10 test Each
588	LM-588	Water Testing Kit (DRDO)	25 test Each
589	LM-589	Antisera Kit for Vibrio cholera	5ml Each
590	LM-590	Antisera Kit for Shigella	5ml Each
591	LM-591	Antisera Kit for Salmonella	5ml Each

Note: All items are sample based (SB) and the bidder shall submit the samples in triplicate to the Jammu Corporate Office of JKMSCL, specifically mentioned in the Notice Inviting Bid (NIB) within ten days from qualifying in the technical bid. **Original Brochures / catalogues / product information, etc. shall be submitted in separate envelop along with drafts in Jammu Corporate Office to facilitate the technical evaluation committee in evaluation of the product. The brochures, catalogues and other product information submitted should be signed by the authorized signatory of the company / vendor / manufacturer.**



# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Head Office: 1<sup>ST</sup> Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

Corporate Office: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

## ANNEXURE- D

### FINANCIAL BID FOR QUOTED ITEM

S. N.	Name Item With full Specification	Item Code	Unit	Basic Rate / Unit	Excise duty	VAT	Freight charges	Any other taxes	Total Rate / Unit	
1	2	3	4	5	6	7	8	9	10	
1.										
2.			Do not quote rates here.							
3.										
4.										

Date

Signature  
Name in Capitals  
Company /Firm Seal

Note: -

1. The concessional CST against c- form shall be applicable.
2. The final rate quote should be inclusive of all taxes. Excise, Sales Tax and entry tax should be shown separately.
3. Excise component should be separately shown in column No.6 for further reference
4. Rate should be quoted only single unit
5. No quantity or cash discounts should be offered.
6. Read all the terms & conditions before filling the Annexure-D.
7. Please quote rates in absolute amount only.
8. **Please don't write Rs. 00.00 against the items for which you don't wish to quote; instead, do write "Not Quoted" against the said item; as the system takes Rs. 00.00 as L1.**

**Declarations and Undertaking**

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

1. We..... (Name of firm) do hereby declare that we have installed manufacturing capacity of quoted item in specified units in the bid as detailed below:-

S. No.	Quoted item details & code no.	Monthly capacity in all shifts ( in nos.)	Annual production capacity (in nos.)	Monthly supply commitment to JKMSCL (in nos.)	Annual supply commitment to JKMSCL (in nos.)
1	2	3	4	5	6
1					
2					
3					

2. We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
3. (a) 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) We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name of Govt./Deptt.) 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.
4. We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated í í .. with the concerned authority/department. No VAT/CST is due on the firm as on dated í í í .

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

## ANNEXURE-F

(On firm's letter head)  
**ANNUAL TURN OVER STATEMENT**

The Average Gross Annual Turnover of M/s. \_\_\_\_\_ address  
\_\_\_\_\_ for the past three financial years are given below and  
certified that the statement is true and correct.

S.No.	Financial Years	Turnover in Lakhs (Rs)
1.	2013-14	-
2.	2014-15	-
3.	2015-16	-
	Total	- Rs. _____ Lakhs
	Average gross annual turnover	- Rs. _____ Lakhs

Date

Signature of the bidder

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



**ANNEXURE-G**

(On firm's letter head)  
**STATEMENT OF PAST SUPPLIES AND PERFORMANCE**  
**(SPECIAL TERMS & CONDITIONS)**  
**SEPARATE FOR EACH ITEM**

We..... (Name of firm) do hereby certify that we have supplied -----  
 (Name of item) 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 item been supplied satisfactory
				As per contract	Actual		
2013-14							
2014-15							
2015-16							
Total (10%)							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder, which shall be provided by him.
2. Firm should have supplied at least 25% of the indicative quantity specified in the Notice Inviting Bid in last three financial years.
3. Past Performance for the year 2015-16 may also be considered, if accounts are audited and certified by C.A.
4. The past performance criteria is not applicable for ISI marked items.
5. In the case of supply of imported item the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

Place :  
 Date :

Signature of Bidder with Seal

(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 item.
- (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/S.S.I. unit from Industries department.
- (vi) Manpower status/details (Multinational companies need to specify the number of manufacturing units globally).
- (vii) List of item 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 -I**

(On firm's letter head)

**PRE- STAMP RECEIPT**

We received an amount of Rs.....nil..... from The Managing Director, Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K), through DD/BC No. ....nil.....dated.....nil..... as details for payment is given below:

1. Name of supplier.....
2. Name & address of Firm.....
3. Name of bank & branch.....
4. Bank a/c type : Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFCS Code.....
8. NEFT/IFCS Code.....
9. PAN NO. ....
10. Bank contact person's name & Mobile no. : .....

This amount is received against refund of bid security of bid no. í nilí ...dated í nilí ..í and sanction No. í í í nilí í í í .. Dated í í í nilí í ..

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

(On firm's letter head)

**Format of Affidavit for EM-II**

I/We  .S/o  ..Aged   
Yrs  residing at  . Proprietor/Partner/Authorized Director of M/s  
 .. do hereby solemnly affirm and declare that:

- (a) My/Our above noted enterprise M/s  ..has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center  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 Proprietor/Director  
Authorized Signatory with Rubber  
Stamp and date

**ANNEXURE-K**

(On firm's letter head)

General Manager (ADM),  
 J&K Medical supplies Corporation,  
 Jammu / Srinagar (J&K)  
 Telephone no.0191-24xxxx/ 0194-2000177  
 Fax no.

Subject: - Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: \_\_\_\_\_  
 RATE CONTRACT NO & DATE \_\_\_\_\_

NAME OF ITEM \_\_\_\_\_

S. No.	Supply Order				Stipulated date of completion of supplies	Actual Supply		Qty. Remained unsupplied		Remarks
	No. & Dt.	Consignee name	Qty. (in unit)	Amount (Rs.)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons	
1	2	3	4	5	6	7	8	9	10	11

(SIGNATURE OF SEAL OF FIRM)

**NOTE:-**

1. Columns no. 1 to 11 are to be filled by firm and shall be submitted to GM. (ADM) every calendar month of the year.
2. The information filled in by firm shall be correct, complete.
3. Attach separate sheets, whenever necessary.

**ANNEXURE-L**

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

**DECLARATION**

I/We M/s. í represented by its Proprietor/managing Partner/Managing Director having its Registered Office at í í í í í í í í í í í and its Factory Premises at í í í í í í í í í í í ..í do declare that I/we have carefully read all the conditions of bid no. .... Dated.....including all the amendments in ..... Ref. ....for supply cum rate contract of ..... **Item name** ..... for Jammu and Kashmir Medical Supplies Corporation Ltd. for the year 2014-15 and accepts all conditions of bid including amendments, if any.

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

Signature & Seal of bidder  
Name & Address:

Note:- To be attested by the Notary



(Shall be submitted on letter head of firm)

**Annexure-M**

**Declaration by the Bidder regarding Qualifications**

In relation to my /our bid submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited, Ist Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu (J&K)for procurements of .....**name of item** .....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;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

(Shall be submitted on letter head of firm)

**Declaration**

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

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

I/We a legally constituted firm/body \_\_\_\_\_ and represented by \_\_\_\_\_ 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.

Signed.....

Name.....

In the capacity of.....

Duly authorized to sign the Authorization for and on behalf of.....

.....

Tel: .....

Fax: .....

E-mail: .....

Date: .....

*(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

Dear Sir,

Sub: Regarding authorisation of bidder by the firm  
Ref.: Your NIT no. .... dated.....

Name of items.....

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

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

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

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

This authorization shall be valid till the completion of the rate contract period and related services i.e. 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*).....

**ANNEXURE-O**

(Shall be submitted on letter head of firm)

**VERIFICATION**

I/ We, \_\_\_\_\_ S/o \_\_\_\_\_ Aged \_\_\_\_\_ year  
residing at \_\_\_\_\_ Proprietor/ Partner/Director of  
M/s \_\_\_\_\_ .. verify and confirm that the contents at annexure (A) to (Q) above of  
BID no. .... are true and correct to the best of my knowledge and nothing has been concealed therein.

**Signature of Bidder.....**

**Name: .....**

**Address: .....**

F.8( )JKMSCL/ADM/RC/

Dated:

LETTER OF ACCEPTANCE

M/s í í í í í í í í í í í  
í í í í í í í í í í í í  
í í í í í í í í í í í í

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

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

**Item (s) as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs. 100/- 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 Rs. .... (Rs. .... Only)**

The performance security shall be furnished to Managing Director, Jammu & Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar (J&K). Cash deposited in the name of Jammu and Kashmir Medical Supplies Corporation through Demand Draft payable at Jammu / Srinagar (J&K)and submit original copy of Bank Drafts of a scheduled bank.

All terms and conditions of the bid 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.

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.

The Firm shall furnish consolidated statement of supplies made Annexure-K to GM(ADM)JKMSCL by the 10<sup>th</sup> of the next month as per terms of conditions.

Please note that unattested copies of documents will not be considered valid. All documents should be either in original or typed/photo copy self attested. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.

Also please arrange to furnish the following documents required under the terms & conditions of the bid failing which the agreement will not be executed and the failure would lie at your part:-

- 1.
- 2.

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
  - 4. Original notarized copy of authorization for bidding by competent authority of Manufacturer/Importer

Managing Director, JKMSCL.

**[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]****AGREEMENT  
(For Manufacturers/ Direct Importers only)**

This deed of agreement is made on this ..... day of ..... 2017 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (Administration) having its registered office at Ist Floor, Durg Store Building, Govt. Medical College Jammu / 121- Green Avenue, Hyderpora, Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract) and M/s ..... (Original Manufacturer / Direct Importer) represented by its Proprietor/Managing Director/Managing Partner/ Authorized Signatory of the company/ firm having its registered office at ..... and its factory premises at ..... (hereinafter referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract).

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

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for Lab kits, chemical reagents and glassware items for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Twenty Four (24) months period, extendable for another three (03) months with mutual consent) the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.
- 2.1. The agreement is for the supply, by the Second Party (Suppliers) to the First Party (Purchaser), of the Lab kits, chemical reagents and glassware items on terms and conditions set forth in the agreement.
- 2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto period of Twenty Four (24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.
- 2.3. The bid quantity noted against each item in the scheduled attached here to indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause "2.2" above. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall make supplies of the Lab kits, chemical reagents and glassware items on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.
- 2.4. The Second Party shall have no right/query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.
- 2.5. The release of payment shall be as per terms and conditions/ payment clause 17 of the tender document



and deduction and penalties as per the clause 18 & 19 of the tender document.

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

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

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

- 4.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party) as performance security and cancel the contract.
- 4.2. In case the Second Party neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.
- 4.3. If any time during the course of contract it is found that the information furnished by the Second Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause 4.1 above shall apply or any other action are deemed fit by the First Party may also apply.
- 4.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party. The Second Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.
5. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, bidding or be of any effect what so ever.
6. The Second Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Second Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.
7. In case the Second Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being in force or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article , clauses and thing herein contained

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

**8. SERVING OF NOTICE TO SUPPLIER**

- 8.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.
- 9. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
- 10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.
- 11. All terms and conditions of the NIT shall be the part of this agreement.

Original Manufacturer/ Direct Importer  
(Supplier) (Second Party)

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

- 1.
- 2.

Jammu & Kashmir Medical Supplies Corporation Ltd  
(First Party) Represented by

General Manager (Adm)/ JKMSCL (Signature, Name &  
full Address with stamp)  
Witness (Signature, Name & Address)

- 1.
- 2.

**AGREEMENT**  
**(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)**

This deed of agreement is made on this ..... day of ..... 2017 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (Administration) having its registered office at Ist Floor, Drug Store Building, Govt. Medical College, Jammu/ 121- Green Avenue, Hyderpora, Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract), M/s ..... (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at ..... and its factory premises at ..... (herein after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract) and M/s ..... (Authorized agent/ dealer/ facilitator) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at ..... (herein after referred to as "Third Party" (Authorized Agent/ Suppliers/ Dealers) of Second Party, which term shall include its successors representative, heirs, executors and administrators unless excluded by the contract).

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

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for Lab kits, chemical reagents and glassware items for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Twenty Four (24) months period, extendable for another three (03) months with mutual consent), the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.
- 2.1. The agreement is for the supply, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the Lab kits, chemical reagents and glassware items on terms and conditions set forth in the agreement.
- 2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto a period of Twenty four (24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party / Third Party.
- 2.3. The bid quantity noted against each item in the scheduled attached here to indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause "2.2" above. This quantity may increase or decrease at the discretion of the First Party. The Second Party/ Third Party (Supplier) shall make supplies of the Lab kits, chemical reagents and glassware items on the basis of Purchase order only placed on him/her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.
- 2.4. The Second Party/ Third Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not

issue any order for certain item/items mentioned therein the schedule enclosed /tentative/ Indicative quantity.

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

- 3.1. In this agreement, the Second Party (Original Manufacturer/ Direct Importers) have authorized M/s .....; (Third Party) as Agent/Distributors/Dealers to submit bid, to negotiate with First Party, to raise invoice and receive payment on behalf of Second Party; and as such, supplies shall be endorsed by the Second Party M/s ..... (Original Manufacturer/ Direct Importers) and original copy of delivery challan of Second Party towards the Third Party for such supplies shall be endorsed along with invoice submitted by Third Party to First Party.
- 3.2. The Corporation under such arrangements shall have a right to secure confirmation to authority of suppliers from Second Party before releasing the payments.
- 3.3. The release of payment shall be as per terms and conditions/ payment clause 17 of the tender document and deduction and penalties as per the clause 18 & 19 of the tender document.

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

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

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

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

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

**9. SERVING OF NOTICE TO SUPPLIER**

- 9.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party/ Third Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.
10. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
11. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellat authority and decision of said authority shall be final.
12. All terms and conditions of the NIT shall be the part of this agreement.

Authorized Agent/ Dealer  
(Third Party)  
(Signature, Name & full Address with  
stamp)

- Witness (Signature, Name & Address)
- 1.
  - 2.

Original Manufacturer/ Direct Importer  
(Supplier) (Second Party)  
(Signature, Name & full Address with stamp  
Witness (Signature, Name & Address)

- 1.
- 2.

Jammu and Kashmir Medical Supplies Corporation  
Ltd.  
(First Party) Represented by  
General Manager (Adm)/ JKMSCL  
(Signature, Name & full Address with Stamp)

Witness (Signature, Name & Address)

**PROFORMA FOR SUBMISSION OF LAB KITS, CHEMICAL REAGENTS AND GLASSWARE  
ITEMS SAMPLES**

Tender No.

Name of Bidder Address

Mobile Number

Email:

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SNo	Item Code	Name of the Item	Quantity submitted

Station :

Signature and Seal

Date :

Signature of receipt clerk  
JKMSCL



**Guidelines for Registration/ Empanelment are as under:**

1. The registration fees of Rs. 10,000/- (Rs Ten thousand only) for the Original Manufacturer, Direct Importers, Authorised Representative(s), Agent(s) and Dealer(s) of various Original Manufacturers/ Direct Importers and Rs 5,000/- (Rs. Five thousand only) per group by SSI Units of J&K state only, associated with the production/business of Lab kits, chemical reagents and glassware items, 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 1,000/- dollars (One thousand dollars only) for direct participation in any of the bidding process for the supply of Lab kits, chemical reagents and glassware items to JKMSCL in the form of Demand Draft only as given in condition No. 1 above.
3. The registration with regard to Lab kits shall be valid for a period of one year 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 of the items ordered for, by JKMSCL.
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 supply of items 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.

**For Manufacturers/ SSI Units:**

- a. Non Conviction certificate.
- b. Average Annual Turnover Certificate for last three financial years (Duly Certified).
- c. Valid Drug License issued by Competent Authority
- d. Copy of Product permission certificate/ license issued by licensing authority.
- e. Copy of PAN card.
- f. Copy of TIN No.
- g. Quality certification(s) of the manufacturer like ISO / ISI /OEM/ CE/ USFDA, etc.
- h. Copy of Export License for the imported products, wherever applicable.
- i. Registration format (duly filled)
- j. Market standing for the last three financial years.

**Note: All the copies should be notarized.**

**For Dealers / Importer:**

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

**Note: All the copies should be notarized.**

## 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** \_\_\_\_\_

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.

### 7. CHECK LIST:

#### Manufacturer/ SSI Unit

1. Non Conviction certificate.
2. Average Annual Turnover certificate for last three financial years
3. Valid Drug License issued by Competent Authority
4. Copy of product permission certificate/License issued by licensing authority.
5. Copy of PAN Card
6. Copy of TIN No.
7. Quality Certificate(s) of the manufacturer like ISO/ISI/OEM/CE/ USFDA etc.
8. Copy of Import License (From-10) for the imported product
9. Registration Format duly filled)
10. Market Standing for the last three financial years.

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

8. **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).**

## 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.

### 7. CHECK LIST:

#### Dealer(s) / Importer(s)

1. Copy of PAN Card.
2. Copy of TIN No.
3. Valid Drug License issued by Competent Authority
4. Non-conviction certificate of dealer / importer
5. Authorization letter from manufacturer
6. Non-conviction certificate of manufacturer
7. Copy of average annual turnover certificate for last three financial year
8. Quality certification of the manufacturer like ISO/ISI/IEC, etc
9. Permission / authorization for sale from the foreign principal/manufacturer (if applicable)
10. Registration Format duly filled

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

8. **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 their own particulars/documents.
3. The firm shall have to upload online registration form on [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com) 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 upgradation of records.

(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