



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar

Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

email: mdjkmscl2@gmail.com; **website:** www.jkmsclbusiness.com



661

JKMSCL

E-BID FOR FINALIZATION OF RATE CONTRACT FOR SUPPLY OF “DRESSING AND DISPOSABLE ITEMS”

(REFERENCE NO: NIT/JKMSCL/2025/661

DATED: 03-05-2025

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

BIDDING DOCUMENT FOR PROCUREMENT OF DRESSING AND DISPOSABLE ITEMS

Table of Contents

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

7690146



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar

Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

email: mdjkmscl2@gmail.com; **website:** www.jkmsclbusiness.com

No. **NIT/JKMSCL/2025/661**

Dated: 03-05-2025

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 “**DRESSING and Disposable Items**” from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com,.

The cost of the tender along with tender processing charges of Rs.10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through **NEFT/RTGS only** in the Corporation’s Bank Account No. 0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM **or by depositing the amount directly into the above Account No.** along with the submission of requisite valid documentary proof.

- IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be out rightly rejected.
- **Bid Security** Rs.1,00,000.00 in the form of FDR/CDR/BG/RTGS/NEFT (FDR/CDR from scheduled/Nationalized Bank / BG from Nationalized Bank) with validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. Firms which are registered as (Micro and Small Enterprise) MSEs Unit(s) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be considered for Exemption of bid security including tender fee of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs. 9000/- is to be paid by the MSE Unit(s) also.
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- No queries/representations shall be entertained after the clarification end date.

Sd/-

Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.

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; JKMSCLwebsite: www.jkmscl.nic.in; www.jkmsclbusiness.com, www.jkhealth.org.in; but shall not be published in any newspapers / journal. In case any inconvenience is felt, please contact Corporate Office JKMSCL at Jammu/Srinagar or queries may be e-mailed on address mdjkmscl2@gmail.com, “gmjjkmscl@gmail.com”.

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

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



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar

Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

email: mdjkmscl2@gmail.com; **website:** www.jkmsclbusiness.com

BIDDING DOCUMENT FOR Procurement of Dressing and Disposable Items

Tender No. NIT/JKMSCL/2025/661 : 03-05-2025

| | |
|--|---|
| Date of publication of e-bid | : 06-05-2025 |
| Start date and time for download of bid document | : 06-05-2025 |
| Last date and time for download of bid document | : 30-05-2025 upto 1600 hrs |
| Clarification start date | : 05-05-2025 at 1100 hrs |
| Clarification end date | : 15-05-2025 upto 10:00 A.M. |
| Pre- bid conference | : 15-05-2025 AT 11.00 A.M (at Corporate Office, Jammu/Srinagar) |
| Start date and time for submission of online bids | : 16-05-2025 at 1500 hrs |
| Last date and time for submission of online bids | : 30-05-2025 upto 1600 hrs |
| Date and time for online opening of technical bids | : 31-05-2025 at 1100 hrs |
| Cost of tender document | : Rs. 1000/- |
| Tender Processing charges | : Rs. 9000/- |

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

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

Note: -

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

Note: -

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

Important Note:

1. **No representation shall be allowed, accepted and entertained after the Pre-bid meeting (i.e upto 4.00 P.M of Pre-bid date). Bidders are requested to submit their queries/clarifications by or before the date fixed (mentioned above), so that the same can be discussed and clarified during the Pre-bid meeting.**

DISCLAIMER

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

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

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

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

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

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

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

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

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

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

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

Section-I Instruction to Bidders (ITB)

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

| Clause No. | Description |
|------------|--|
| 1. | Go through the terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading. |
| 2. | Bid form must conform the terms & conditions of the bid documents and Technical Bid in Cover-'A' & Financial Bid in Cover-'B' to be uploaded on www.jktenders.gov.in . The receipt for cost of tender, tender processing fee and catalogues of the quoted items must be uploaded with the technical bids. |
| 3. | It is expected from all bidders that CDR/FDR/BG as EMD, in original, shall be deposited with the authorised person of JKMSCL at reception against proper receipt from the concerned in separate envelope, before due date and time of submission of bids. |
| 4. | Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered. |
| 5 | "Bidder should be Original manufacturer/Direct importer having own original valid drug manufacturing/import license issued under the provisions of Drugs and Cosmetics Act 1940 (as amended from time to time). Importers should possess valid sale license. However authorized representative of original manufacturer/ direct importer, can also participate in the bidding after having authorization on Annexure "M", followed by tripartite Agreement with original manufacturer/ direct importer as one of the parties, responsible to ensure the execution of quality supply(ies), against the supply order(s) issued on his/her behalf." |
| 6 | Original Manufacturer / Direct Importer should authorize only those persons for bidding directly for them who are employed in their company on salary basis. However, Original Manufacturer(s)/ Direct Importer(s) can authorize a Representative(Authorized representative) 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 by pledge before the Notary, as per Annexure-"L". |
| 7 | Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document. |
| 8 | If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar) or e-mail on gmkjkmssl@gmail.com / gmjjkmssl@gmail.com |
| 9 | 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. |
| 10 | 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. |
| 11 | In case of wrong quoting, (or) if successful bidder refuses (or) fails to execute the supplies on the basis of wrong quoting of rates or otherwise, the bidder shall be penalized with forfeiting of amount equivalent to the Performance security for the said product (or) debarring/ blacklisting of firm for that particular product(s) for a period not less than 02 years (or) both as deemed fit by TIA i.e. MD, JKMSCL |
| 12 | Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained |
| 13 | Any condition(s) which may be left out in this tender document, the same condition(s) shall also constitute the part of this tender document as per its mention in SPP of JKMSCL. |
| 14. | In case a bidder is given any assurance what so ever of being provided with any advantage in JKMSCL by anybody or if a bidder is directly or indirectly threatened of being put to some deliberate disadvantage in the bidding process & in the bidder's subsequent association/ working with JKMSCL, it is requested that the concerned must immediately inform about the |

| | |
|----|---|
| | same to the Managing Director, JKMSCL/G.M-J (Adm), JKMSCL in writing or through e-mail on gmjjkmscl@gmail.com . It is advised that evidence of such unfair activity of such person, if available, is produced along with the complaint, so that action can be taken against such a person(s) and that their details can be put on the website so that other bidders can be forewarned in this regard. |
| 15 | The Bidders shall have to submit a GST No. & GST clearance certificate/return submitted from the concerned commercial taxes officer and the 'PAN' issued by income tax department. |
| 16 | It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall out rightly be rejected. |
| 17 | The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website www.jktenders.gov.in Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately. |
| 18 | No firm/bidder/manufacture/importer shall provide/supply any of the item at the rate contract approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the Union Territory of J&K. In case any supply is made in violation to the said condition (or), the supplier/firm shall be liable to be penalised to the tune of 7.5% of order placed/blacklisting for a period not less than five years (or) both as deemed fit, to the competent/Tender Inviting Authority. However, JKMSCL can procure the items for any of the departments within /outside the Union Territory of J&K/after charging the administrative expenses. |
| 19 | The qualified bidders are required to submit the relevant documents and annexure uploaded with their e.bid in original along with catalogues at the time of issuance of LOI /execution of agreement before issuance of rate contract. |
| 20 | The bidder shall not under any circumstances quote "Zero" anywhere in the BOQ. |
| 21 | <p>Important Instructions to bidders</p> <p>The bidders shall have to abide the clauses/restrictions interms of Rule 144 (xi) of the General Financial Rules (GFRs) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide No. F.No.6/18/2019-PDD dated 23.07.2020.</p> <p>The bidders are required to submit a certificate/ declaration regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted and is found to be false, it will be a ground for immediate termination & further legal action in accordance with law. Bidders are required to go through the said order & Office Memorandum (s) for the necessary compliance Model Certificate for tenders</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country and is eligible to be considered."</i></p> <p>Model Certificate for Tenders</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fullfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the competent Authority shall be attached"</i></p> |

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

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

Section III: Evaluation and Qualification Criteria

2. Qualification Criteria

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

| Clause No. | Description |
|------------|--|
| 1 | Technical experience:- The goods (similar) offered/ being procured by JKMSCL have been produced and sold for at least three years and have been in operation satisfactorily. |
| 2. | Production capacity : The JKMSCL may fix the minimum supply and/ or production capacity required to assure that the bidder is capable of supplying the type, size and quantity of goods required. It should be dedicated quantity to JKMSCL on monthly and annual basis. Production capacity certificate be attached with uploaded document. |
| 3. | Financial position:- The soundness of the bidders financial position showing long term profitability demonstrated through audited annual financial statement (balance sheet, income statement etc.) for last three years. |
| 4. | Cash Flow capacity : The bidder should have sufficient availability of/ access to liquid assets, lines of credit and other finances to meet the possible cash flow requirement which may arise during the execution of the rate contract. |
| 5. | Litigation history:- The information regarding all pending claims, arbitration, or other litigation is asked by the JKMSCL |
| 6. | Tax clearance certificates:- The GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'GST' clearance certificate/return submitted online as per GST rules alongwith GST No. and the 'PAN' issued by concerned department. |
| 7. | Declaration regarding qualifications :- Declaration regarding qualifications of the bidder shall be given in specified format provided in bidding forms. |

1. Evaluation Criteria

| Claus | Description |
|-------|--|
| 1. | Scope |
| 1.1 | Local handling and inland transportation:- The cost for Inland transportation, insurance, related services, installation, commissioning, demonstration and other incidental costs for delivery of goods, or port of entry, or supply point to consignee site, schedule of supply shall be quoted in price schedule. |
| 1.2 | Minor omission and missing items:- Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of bids. |
| 2. | Technical Criteria:- The minimum technical level that the goods and related services shall have in order to comply with the Section V, schedule of supply are specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical specifications of item. However, a minor deficiency in technical compliance may not be cause for rejection of the bid. |
| 3. | Economic Criteria:- The economic criteria are most important when evaluating a Bid. The price, however, may not be the only criterion, as there could be technical evaluation that may be expressed in mandatory terms and conditions. |
| 3.1 | Performance and productivity of goods:- The performance and productivity of the material shall be as per the reference value or norms specified in technical specification of an item and corresponding value guaranteed by the bidder in its bid. |
| 4. | Price preference:- |
| 4.1 | The clause be governed by MSME Policy in vogue. |
| 4.2 | Firms (OEM Only) which are registered as (Micro and Small Enterprise) MSEs Unit(s) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from prior Experience and Turn Over clause.. |
| | Taxes as applicable, should be mentioned clearly and separately. |

Section IV: Bidding Forms

Table of Contents

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

(Annexure I)

(List of Items quoted by the Bidder)

To be submitted on the Letter Head of the Bidder)

Instructions:

- 1. Please do not quote if** the description of the demanded item/s is/are not as per Product Permission accorded by the Licensing authority.
- It will be the responsibility of the bidder to highlight and Tick Mark the item quoted on Approved List/Product Permission, Market Standing Certificate approved/ Issued by the licensing Authority, respectively, for which the bidder is offering the bid.
- Every Bid must be accompanied with the Annexure 1 (List of items quoted by the Bidder) as per below proforma.

| S. No | Name of Item Quoted | Item Code | Manufactur er | Manufactur ing License along with subsequent Renewals | Product Permission | Market Standing | Quality Certification | Batch size | |
|-------|---------------------|-----------|---------------|---|--------------------|-----------------|-----------------------|-------------------------------|--|
| | | | | Annexed at | | | | BIS /ISO/ CE/USFDA/ any other | |
| | | | | Page No. | Page No. | Page No. | Page No | Page No | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

We do hereby undertake that the products quoted by us are not debarred/blacklisted by Any Government Authority anywhere in the country, and fully complies with the tendered specifications and is/are strictly as per the product permission granted by the licensing authority for the quoted products. Deviations, if found, at any stage shall invite disciplinary action against the supplier and manufacturer as well.

**Seal & Signature
(Authorised Signatory)**

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

Managing Director

Jammu & Kashmir Medical Supplies
Corporation Ltd. J&K

We, the undersigned, declare that:

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

| S. No | Item | Particular | Manufacturer | | | |
|-------|---|-------------------|--------------|----|----|----|
| | | | M1 | M2 | M3 | M4 |
| 1. | Bid security in the shape of FDR for Rs.1,00,000 (One lakh) For General Bid Security for MSME Units is exempted | | | | | |
| 2. | For General Cost of Tender documents =Rs.1000/- Tender Processing charges=Rs.9,000/- Total =Rs.10,000/- For MSME Units Cost of Tender document- Exempted Tender processing charges= Rs.9,000/- Total= Rs.9,000/- (IMPS mode of transfer shall not be entertained) | | | | | |
| 3. | Valid Drug sale License along with subsequent renewals | | | | | |
| 4. | Latest valid Non Conviction Certificate issued by the Licensing authority of the respective state (Issued not before one year) of the bidder. | | | | | |
| 5. | List of Items quoted by the Bidder mentioning name of manufacturer/ importer with make & model as per annexure. | Annexure I | | | | |

| | | | | | | |
|-----|--|----------------------|--|--|--|--|
| 6. | Technical bid submission sheet duly filled | Annexure II | | | | |
| 7. | Financial bid (To be uploaded in BOQ only) | Annexure III | | | | |
| 8. | Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Bidder as per proforma duly notarized. | Annexure IV A | | | | |
| 9. | Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Principal Manufacturer / Sole Importer/Indian Subsidiary as per proforma duly notarised. | Annexure IV B | | | | |
| 10. | Client Base on Letter Head of the Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer with references of the supply orders, for any three years out of last five years (Copies of reference supply orders needs to be attached) | Annexure V | | | | |
| 11. | Authorisation from principal manufacturer / Importer <i>(On the letterhead of Principal manufacturer / Sole Importer)</i> <i>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted (strictly as per annexure VI)</i> | Annexure VI | | | | |
| 12. | Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2021-22,2022-23 and 2023-24) for not less than 5.00 crores. <i>In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer.</i> | Annexure VII | | | | |
| 13. | Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Manufacturer/ Importer/Indian Subsidiary. <i>In case of foreign manufacturer the balance sheets of Indian Subsidiary/Sole Importer only shall be considered</i> | As above | | | | |
| 14. | Nature of the Firm/Public Company/Private Company/Partnership/Proprietorship/any other with Documentary proof. | | | | | |
| 15. | Self attested photocopy of IEC certificate and Permission/ Authorization for sale for sale from the foreign principle manufacturer (in case of imported product) | | | | | |
| 16. | Copy of GST Registration of the Bidder | | | | | |
| 17. | Latest GST Returns of the Bidder | | | | | |
| 18. | Copy of the PAN Card of the Bidder | | | | | |
| 19. | Quality Certifications on the products viz. ISI/CE/USFDA/IP/BP etc. whichever applicable. | | | | | |
| 20. | Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any. | | | | | |
| 21. | Specify point of supply with full Address. NB: Specifying of point of supply does not means authorization to raise, invoice and receive payments on behalf of bidder(s) | | | | | |
| 22. | Declaration of bidder regarding acceptance of Bid for terms & conditions | | | | | |
| 23. | Valid Drug Manufacturing License along with subsequent renewals of original manufacturer | | | | | |
| 24. | Latest valid Non Conviction Certificate issued by the Licensing authority of the respective state (Issued not before one year) of manufacturer | | | | | |
| 25. | Product permission by the licensing authority for the quoted products by the original manufacturer(s). | | | | | |

| | | | | | | |
|------------|--|--|--|--|--|--|
| 26. | Market Standing Certificate issued by Licensing authority of the respective States not Less than three preceding Years. | | | | | |
| 27. | Import License on Form 40 & registration approved by CDSCO | | | | | |
| 28. | Details of Technical personnel employed in the manufacturing and testing unit approved by the Licensing Authority. | | | | | |
| 29. | Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority JKMSCL. | | | | | |
| 30. | Copy of GST Registration of the manufacturer | | | | | |
| 31. | Latest GST Returns of the manufacturer | | | | | |
| 32. | Copy of the PAN Card of the manufacturer | | | | | |
| 33. | <i>Valid license/permission from the licensing authority to manufacture the Bio-degradable & non chlorinated bags (for Black Bags)</i> | | | | | |

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

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

Name/Address.....in the capacity of.....
(Designation)..... Signed..... duly authorized to sign the bid for
and on behalf of.....*of Firm)*

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

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

- i. The invoice submitted by the authorized representative for such supplies shall be endorsed by the original manufacturer/direct importer of bidding items. Original copy of the delivery challan of the manufacturer towards authorized representative for such supplies shall be endorsed along with invoice submitted by Authorized representative.
- ii. JKMSCL may secure confirmation/or authenticating of such supplies from manufacturer/direct importer before releasing the payment.
- iii. No original manufacturer/direct importer shall be allowed to authorize more than one representatives to bid, to negotiate/to raise invoice or to receive payments & to enter into tripartite agreement with regard to business against this specific tender.
- iv. *In case, original manufacturer/direct importer wish to authorize any representative to bid, to negotiate, to raise invoice to receive payments on behalf of original manufacturer/direct importer/against invoice raised by representative, Annexure AII duly filled shall need to be uploaded alongwith e.bid ; otherwise no representation in this matter shall be entertained in the later stage.*

Annexure III**ITEM WISE FINANCIAL BID (BOQ)
For Uploading Rates of Equipment**

The rates shall be quoted in the BOQ Only, as per format mentioned below.

| S. No. | Item Description | Item Code | Unit | Qty | Currency type | Basic cost per piece | SGST | CGST | IGST | Total Amount including Taxes |
|--------|------------------|-----------|------|-----|---------------|----------------------|------|------|------|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1 | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Note: -

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

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

Declaration and Undertaking by the Bidder

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

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

VERIFICATION & DECLARATION

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

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

Place :-
Dated:-

Signature of the Deponent
Name :
Designation

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

Date:_____ NIB No.:_____

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

I/we further declare that:-

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

VERIFICATION & DECLARATION

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

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

Place :-
Dated:-

Signature of the Deponent
Name :
Designation

Client Base (Item wise)**On letter Head of Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer**

I/We..... (Name of firm.....) do hereby certify that our client base for the offered items are as under (please give references of the supply orders, for three years out of last five years).:-

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

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

Place:

Date :

Signature of bidder with Seal.

AUTHORISATION from principal manufacturer/importer/Indian Subsidiary

(On the letterhead of Principal manufacturer/ Sole Importer/ Indian Subsidiary)

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

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

Sub: Regarding authorization for our products.
Ref.: Your NIB no.dated.....
Name of items.....

Dear Sirs,

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

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

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

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

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

Yours faithfully,

(Name & Signature)..... verification and signature by bidder

For M/s Seal and address of bidder

AUTHORISED SIGNATORY

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

((On letter head of Chartered Accountant))

ANNUAL TURN OVER STATEMENT

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

It is further certified that the Annual Turnover Statement has been prepared strictly as per returns filed with Taxation Department for the year 1st year, 2nd year & 3rd year and shall be responsible, if any variation/discrepancy is found during evaluation /later stage.

| Sl. No. | Financial Years | Turnover in Lakhs (Rs.) |
|-------------------------------|--------------------------------|-------------------------|
| 1. | 1 st year (2021-22) | |
| 2. | 2 nd year (2022-23) | |
| 3. | 3 rd year (2023-24) | |
| | Total | - _____ Lakhs |
| Average gross annual turnover | | _____ Lakhs |

Note :

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

Date

Signature of the bidder

Signature of Auditor/Seal

Chartered Accountant

(Name & Address.)

Tel. No.

UDIN NO.

(On Firm's letter head)

Memorandum of Appeal

Appeal no..... of..... Before the.....
(appellate authority)

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

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

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

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

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

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

7. Prayer:.....
.....
.....

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

Place
Dated

Appellant's signature

Section V: Schedule of Supply

Table of Contents

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

Section V: Schedule of Supply

| Clause No. | Description |
|------------|---|
| 1 | List of goods and related services |
| 1.1 | Name of item..... |
| 1.2 | Related services are delivery, local transportation, installation, commissioning, demonstration and training etc. |
| 2 | Delivery and completion schedule |
| 2.1 | SUPPLY ORDERS AND SUPPLY SCHEDULE: |
| 2.1.1 | Supply order shall be placed through DVDMS Portal by the JKMSCL. The successful bidder shall execute the orders within a delivery period of 60 days or as specified in the supply order from the date of issuing supply order. |
| 2.1.2 | In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above. |
| 2.1.3 | Finalization of annual Rate contract does not mean mandatory issuance of supply order. Supply order shall be as per the requirements of items at various end-users. |
| 2.1.4 | The Site of delivery shall be Drug ware House of JKMSCL or as per the requirement of the Department. The bidders can visit the site after seeking permission from the competent authority before quoting their rates. |
| 2.1.5 | To ensure sustained supply without any interruption, the JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders on L1 matched rates only. In such a case, the requirement may be met by dividing the quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders. |
| 2.1.6 | The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders. |
| 2.1.7 | It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained. |
| 2.1.8 | The figures indicated, if any, do not constitute any commitment on the part of JKMSCL to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented. |
| 2.1.9 | The supplies shall have to be executed strictly as per the schedule clause quoted in Purchase orders |
| 2.2 | PROCURING ENTITY'S RIGHT TO VARY QUANTITY: |
| 2.2.1 | If the JKMSCL procures less than the quantity indicated in the bidding documents (if asked) the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract. |
| 2.2.2 | If the bidder fails to supply, the JKMSCL shall be free to arrange / procure the item(s) from other sources and the extra cost incurred shall be recovered from the supplier. |
| 2.3 | LIQUIDATED DAMAGES: |
| 2.3.1 | The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of order from the purchasing officers. |
| 2.3.2 | In case of extension in the delivery period with liquidated damages after the expiry of supply schedule (60 days for Indian items & 90 days for imported items) from the date of issuance of Purchase Orders), recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Total Penalty period shall be upto 60 days from the last day of supply period. Rest of the terms and conditions of SPP with regard to penalty clause shall remained unchanged. |
| 2.3.3 | If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to Managing Director JKMSCL, J&K, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by corporation after sanction of extension in delivery period. |

| | |
|------------|--|
| 2.3.4 | Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without liquidated damage. |
| 2.3.5 | If the bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder. The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period. |
| 2.3.6 | LD for damaged packing or loose packing equivalent to 2 % of the value of the products received with damaged packing or in loose packing or with packing not conforming to the terms and conditions, specified in the tender document. |
| 2.4 | RECOVERIES:- |
| 2.4.1 | Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, action will be taken as per prevailing Acts/rules in J&K State. |
| 2.4.2 | Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final. |
| 2.4.3 | Testing & Handling Charges : the testing and handling charges to the tune of 1.5% of total cost shall be deducted from the invoices raised by the approved bidder against the supply orders placed from time to time. |

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 Pre Bid Meeting, 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 **the notified date and time** on JK portal www.jktenders.gov.in for finalization of Rate Contract for the Supply of **“DRESSING and Disposable Items”** for a period of 24 months.
2. **Eligibility Criteria:- The bidder i.e. Original Manufacturer(s) / Direct Importers with an Average Annual Turnover mentioned under Annexure A-II, for the last three financial years, shall be eligible to participate in the bid.**
Note: The turnover Clause applies to **Original Manufacturer(s) / Direct Importers**, in case the authorized dealer bids on behalf of Manufacturer/Direct Importer
3. Supplies shall be affected directly by the Original Manufacturers/ Direct Importers, besides through their Authorized representatives(s) 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.
Original Manufacturer / Director Importer should authorize only those persons for bidding directly for the Original manufacturer / Direct Importer who are employed in their company on salary basis. However, Original Manufacturer(s)/ Direct Importer(s) can authorize a Representative (Authorized representative) 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 by pledge before the Notary, as per format N-1.
 - 3.1 Only those Original Manufacturer / Director Importer and Authorized Representatives shall be permitted to enter into Tripartite Agreement who shall fill and upload Annexure J (Letter of Authorization) along with e-bid. No representation /change of Dealership etc. shall be entertained thereafter.
 - 3.2 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.
 - 3.3. Original Manufacturer / Director Importer should not authorize any representative 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.
 - 3.4 Original manufacturers must also ensure that the authorized dealer nominated by them is having all the requisites from the Department for sale of tendered items.
4. Bids shall have to be submitted / uploaded on J&K tender portal, www.jktenders.gov.in only. Bidders shall have to submit financial instruments in physical form as hard copy. The Bidder who will be declared as L1, after opening of financial bid shall have to submit hard copies of technical bid documents.
5. The Bidder should submit along with the bids the relevant Documents/certificates for the items Bids as per check list at Annexure A

NOTE:

- A. 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.
- B. The point of supply within the Union Territory of Jammu & Kashmir or out of J&K UT should be specified.
- C. 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)
- D. 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.
- E. In case of Importers, their principal manufacturer should have 3 years market standing in India and the importer should have 3 years market standing for each of the item quoted in the tender as importer and if the market standing is less than 3 years for the product quoted then 3 years international market standing may be considered for that particular product.

- F. **GST** should be mentioned clearly & separately
6. Financial Bid duly filled giving the rates for Quoted items should be submitted through portal www.jktenders.gov.in (only on BOQ). It should not be disclosed in Technical bid.
7. **The required financial instruments (Bid/Tender charges, Bid Security) shall be submitted** through CDR/FDR/NEFT only (For EMD, only FDR/CDR/BG / NEFT shall 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, 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.
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 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 MSME Unit(s) (OEM) are exempted from Bid security. Bid/Tender charges. Tender processing fee for MSME Units (OEM) shall be Rs. 9000/-.
- (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.
- (v) 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**" 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.

13. 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 Union Territory of J&K and those of other firms / companies not entitled to Price Preference, the element of GST 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 Union Territory 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 item. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including GST on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) The rates should be confined as far as possible to the units mentioned in the BOQ 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.
- (v) 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.
- (vi) 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.
- (vii) (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 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.
- (viii) 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.
- (ix) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than **three** 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 **three** years besides forfeiting of EMD equivalent to the contract value of that particular item.

NOTE: Specification in Financial Bid should not be different from tender specifications, otherwise bid may liable to be rejected

14. Price preference for MSME: Presently as per MSME policy, no price preference is applicable.

15. Inspection of manufacturing premises

- (i) The Corporation may at its discretion conduct inspection of the production facilities of those firms which have not been inspected during the past 3 years and that of the new participants, for the compliance of GMP as per "Revised Schedule M of Drugs and Cosmetics Act" and for their production capacity.

- (ii) Those firms which were disqualified after factory inspection during preceding year by this Corporation or Tamil Nadu Medical Supplies Corporation or Kerala Medical Supplies Corporation or Rajasthan Medical Supplies Corporation or any other premier institution, shall not be eligible for participation in this tender.

16. SUBMISSION AND RETURN OF SAMPLES DEMONSTRATIONS:

- (i) Bidder should send Samples, in triplicate, or as desired by the authorities, of all the quoted items free of cost, within ten days after declaring successful by Technical Evaluation Committee. 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 Bidders, if found genuine.
- (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.

17. Quality Assurance of Samples/Supply:

- (i) The Supplier shall guarantee that the samples
 - (a) comply with all provisions of specifications and related documents
 - (b) meet the recognized standards for safety, efficacy and quality;
 - (c) are fit for the purpose made;
 - (d) are free from defects in workmanship and in materials and
 - (e) the product has been manufactured as Drugs & Cosmetics Rules 1940 & rules and amendments thereof issued from time to time till date.
- (ii) Each & every item to be supplied shall have to be accompanied with batch wise quality testing and Analytical report from NABL accredited Labs notified under Medical Devices Rules 2017.

Note: The Copy of NABL accreditation of the laboratory and notification under Medical Devices Rules 2017 from where the samples are tested for quality, shall be submitted along with samples. Validity of accredited NABL laboratories shall be upto the complete period of contract.

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(K), 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

JKMSCL may get the samples, evaluated by the technical experts from various specialties (End users) to check viability of the items for use on patients, before final selection, if recommended by TEC.

18. SPECIFIC CONDITIONS OF CONTRACT

- 18.1** The bidders has to enter into contract within 15 days from the date of issue of Letter of Intent(LOI).
- 18.2** The supplier shall have to execute the agreement, and deposit the required Security amount, within 15 days of issuance of LOI/ Purchase order/ both.
- 18.3** Minimum 40% of the ordered quantity shall have to be supplied within 45 days of Purchase order whereas the supplies shall have to be 100% within 60 days (Indian Items) & 90 days(Imported items)

- 18.4** The bills shall be processed for payment against supplies after the receipt of 60% of the ordered quantities, provided supplies have passed the requisite quality tests at Empanelled Laboratories. However the bills shall be cleared for payment, only for the actual quantities received by the corporation and no advance payment shall be made.
- 18.5** The purchase order shall be liable to cancellation if the delivery schedule is not strictly followed.
- 18.6** The supplied items (covered in SCHEDULE- P of Drugs and Cosmetics Rules, 1945) shall have a shelf life period as prescribed in the schedule or a minimum period of minimum 2 years from the date of manufacture. All items supplied should retain prescribed Quality & maximum potency throughout the shelf life as specified in the official monograph and should have minimum 80% (eighty percent) shelf life from the date of manufacture when supplied to the Corporation.
- 18.7 Where the product has a statutory shelf-life of less than 2 years, the product shall have remaining shelf life of not less than 85% when received by the Corporation. The bidder shall furnish authentic evidence that the product has a statutory shelf life of less than 2 years.
- 18.7.1 Each batch supplied should have active ingredients at the lower limit of 95% with upper limits as prescribed in the relevant official Pharmacopoeias throughout its shelf life (if covered under Pharmacopoeia). Non-compliance with this condition shall lead penalization and subsequent rejection of the item supplied
- 18.7.2 Supplies are to be delivered at F.O.R. stores & respective GMC DWH.

19. 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 SERVICES CORPORATION LTD., Jammu / Srinagar at the time of agreement. The Security Deposit shall be deposited in the form of Demand Draft / 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 letter of intent. 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.

20. Cold chain transporting system (wherever applicable)

The bidders offering items requiring special cold storage conditions should either have their own cold chain transporting system or should have proper contract with a transporting agency, having facilities to transport the drugs under cold chain norms from the manufacturing unit to the warehouses of JKMSCL in the Union Territory of J&K complying cold chain norms. The containers of these items should be provided with temperature variation indicators like vaccine vial monitors or the consignment should be provided with data loggers for recording the temperature conditions during transit, the software of which also should be provided to all the warehouses.

21. QUALITY TESTING

1. The supplier shall ensure that each batch of item supplied is accompanied by certificate of analysis/test report done by NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory with necessary protocols for every batch. Supplies devoid of such reports shall not be taken into stock and payment shall not be made. The JKMSCL reserves the right to select from each batch at random of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the Drugs and Cosmetic act and

Rules, notwithstanding the routine sampling that may be carried out by the Drugs and Regulatory authorities.

2. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for quality testing. **The JKMSCL shall deduct a sum of 1.5% from the amount of bill payable to supplier on account of Handling and testing charges.**
3. Samples from the supplies would also be sent to different JKMSCL empanelled Drug Testing and Analytical Laboratories. The samples may also be drawn periodically during the shelf life period to ascertain the quality / potency of medicine(s). Samples, which do not meet quality requirements, shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches shall be deemed to be rejected goods and action as prescribed under various penalty clauses/ law shall be initiated against the supplier.
4. In the event of the samples of the items supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of items for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases JKMSCL has every right to recover the cost and impose penalty as per terms & conditions of NIT besides taking action against manufacturer/ supplier as per quality control guidelines adopted by JKMSCL.

22. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement of supplies made, in enclosed formats to each consignee(s) in statement No.1 and to GM(P&S), JKMSCL by 10th of each month duly verified by the consignee(s). Every time the statement should contain details of all orders place, 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 along with his comment to GM (P&S), 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 against each order to the GM(K), 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(K), JKMSCL within one months 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 (K), 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.

23. TERMS OF PAYMENT:-

1. No advance payment will be made to the Bidder.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and Analytical Laboratory Test Report regarding quality, the payment can be considered.
3. The in-charge of District Drug Warehouse (DDW) shall acknowledge the items received & ensure entry in respective records in e-Aushdhi software online.
4. All bills/ Invoices should be raised in triplicate and in the case of excisable Medicines & Fluids, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW:
 - a. Certificate of analysis/test report done by NABL Accredited Drug Testing

- Laboratory/Central Drug Testing Laboratory for each batch of the drug supplied.
- b. The challan /invoice copy pertaining to DDW (refer clause- 2(a)under Chapter-Eligibility Conditions)
 - c. In case supplies are made, invoice is raised/ payments are being received by the authorized agent/dealer/supplier on behalf of Original Manufacturer/ Importer; the invoice shall have to attached with the delivery challan in original, prepared/ issued by the manufacturer/importer for the said consignment/ lot manufactured for JKMSCL.

NB:- JKMSCL shall have right to enquire/ call the original manufacturer/ direct importer for authenticating the mode of supply/ delivery challan issued for the said consignment before making final payment.

5. Payments for supply will be considered after the receipt of 70% of items ordered in the Purchase Order. However, the payment will be released only for the quantity in receipt, provided, the quality test report from approved test laboratories of JKMSCL has been received and found as of "STANDARD QUALITY".
6. 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 Union Territory/State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority of JKMSCL immediately about it. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
In case the price of a drug fixed by National Pharmaceutical Pricing Authority NPPA (Government of India) under applicable Drug Price Control Order (DPCO) or rates fixed by the other National Premier Health Institutes or other State/ Union Territory Government or their procuring agencies across India is less than JKMSCL contract price, the supplier shall be bound to make the supplies of such items at lowest price fixed within the Union of India.
7. In case of any enhancement in Goods & Service Tax(GST) due to notification of the Govt. after the date of submission of Bids and during the Bid period, the quantum of additional GST so levied will be allowed to be charged extra as a separate item without any change in the basis of the price structure of the item approved under Bid. For claiming the additional cost on account of the Increase in GST, the Bidder should produce a letter from the concerned GST authorities for having paid additional GST 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 approved item, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of rates will be deducted without any change in the basic price of the price structure of the item approved under the Bid.

24. LIQUIDATED DAMAGES:

- I. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
 - II. In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Delay beyond 120 (for Indian products) and 150 days (for imported products) shall be treated as unexecuted and attract penalty @20%.
 - III. Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days
- (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 20%.
- (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 approval from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).
- (viii) In case of wrong quoting, (or) if successful bidder refuses (or) fails to execute the supplies on the basis of wrong quoting of rates or otherwise, the bidder shall be penalized with forfeiting of amount equivalent to the Performance security for the said product (or) debarring/ blacklisting of firm for that particular product(s) for a period not less than 02 years (or) both as deemed fit by TIA i.e. MD, JKMSCL.

25. 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.

26. 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(if applicable). 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 with in 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.

27. 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 procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its representative to verify any damage or loss discovered at the consignee's store, if it so likes
- (iii) The material received with damaged packing (or) without packing as per terms & conditions of NIT (or) in damaged state, shall be liable to the minimum penalty of 2% of the value of the damaged item (or) quantity received with damaged packing. Further packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.

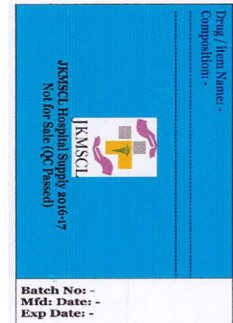
PACKING SPECIFICATIONS:

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 Hospital Supply (_____-) - Not For Sale QC passed**" 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. 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.



Indicative Art Work only

11. Other: No box should contain mixed products or mixed batches of the same product. Regarding Art Work=>JKMSCL LOGO - JKMSCL- Hospital Supply -Not For Sale must be written.

II. Specifications for Chemicals

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

Note: The meager quantity for the purpose of exemption from the Artwork shall be the absolute discretion of JKMSCL

28. 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) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned shall take reasonable care of such material upto 15 days from the date of intimation only but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises. In case firm fails to remove the items within fifteen days, JKMSCL shall have full right to get the said item(s) removed & destroyed at the cost & risk of supplier/bidder, without any further correspondence. The destroying charges as per the actual plus 1% penalty shall be deducted from any amount payable to the firm.
- (iv) 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.
- (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) 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.
- (viii) In case of successful bidder has been enjoying exemption on any criteria, such bidder will not be allowed to claim taxes/duty at later point of time during the tenure of contract, if the taxes/ duty become chargeable on goods manufactured due to any reason.

29. 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.

30. 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.

31. 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:

- (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-1 rate 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-1 rate, will be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST, etc.) of price (L-1 rate).
- (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 (P&S) 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-1 Bidders 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 placed 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-1 supplier.
- (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 them 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.

32. VALIDITY OF TENDER:

Tender shall be valid for a period of two (02) years from the date of issuance of Rate Contract and may be extended for further 90 days with mutual consent of JKMSCL and firms.

33. 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.**

34. 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 SERVICES 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.

35. FALL CLAUSE:-

The prices charged for the items/supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the items/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 items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

36. 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.

37. ARBITRATION

- 37.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the Union Territory of Jammu and Kashmir and the laws of India as applicable to the Union Territory of Jammu and Kashmir.
- 37.2.1 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
- 37.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 38.2.1, furnish:
- I. Counter claim and defenses, if any, regarding the dispute; and
 - II. All written material in support of its defenses and counter claim
- 37.2.3 Within thirty days of issuance of notice by any party pursuant to para 38.2.1 or para 38.2.2 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.
- 37.3 Dispute Resolution: Besides, as referred above in para 38.2.3 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 Union Territory of Jammu and Kashmir.

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

Any person participating in a procurement process shall-

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.

39. 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) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal
 - g) 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
 - h) 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.
40. (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 Union Territory 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.
- 41. All correspondence in this connection should be addressed to the Managing Director, JKMSCL Plot no 58, Friends colony, Satyam Road, Trikuta Nagar, Jammu**
- 42.**
- (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 Union Territory or country.
 - (d) the Union Territory 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.
- 43.** 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.
- 44.** (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.
45. 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.
46. 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.
47. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
48. 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.
49. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
50. **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 Union Territory of Jammu and Kashmir only.
51. **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.
52. **Any condition(s) which may be left out in this tender document, the same condition(s) shall also constitute the part of this tender document as per its mention in SPP of JKMSCL.**
53. **APPLICABILITY OF CLAUSES:-**All the clauses from 1 to 54 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.
5. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.

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

List of tendered Items

Annexure A

| S. No | ITEM CODE | NAME OF THE ITEMS | RATE TO BE QUOTED FOR |
|-------|-----------|--|-----------------------|
| 1. | DRM002A | Bandage Cloth Than F-II Size : 90cm X 18 Meters | per than |
| 2. | DRM003A | Guaze Cloth Than F-II Size : 90 Cm X 18 Meters | per than |
| 3. | DRM005A | Bandage Rolled F-II Size : 7.5cm X 5 Meters | per piece |
| 4. | DRM006A | Plaster Of Paris Bandage Ip/Bp: Size: 15 Cm X 2.7 Meters | per piece |
| 5. | DRM-022 | Cotton Elastic Crepe Bandage: 15cm X 4 Mtr (Stretched Length) | per piece |
| 6. | DRM-023 | Abdominal Sponge: 12 Ply of Highly Absorbent Gauze with Tail and Radio-Opa que Line. Should be made of good, clean, white gauge. Size: 22.5CmX 22.5 Cm | per piece |
| 7. | DRM-024 | Abdominal Sponge: 12 Ply of Highly Absorbent Gauze With Tail And Radio Opaque Line Should Be Made Of Good Clean White Gauge Size 30cms X 30 Cm | per piece |
| 8. | DRM-025 | Abdominal Sponge: 12 Ply Of Highly Absorbent Gauze With Tail And Radio-Opaque Line. Should be made of good, clean, white gauge. Size: 45 Cm X 45 Cm | per piece |
| 9. | DRM-030 | Elastic Adhesive Bandage: Lanolin Free with Special Interliner for Easy unwinding and usage to the last inch. Stretch NLT 60%. Regain Nmt 75%. Should be extra porus. Size: 8cm X 4-6 Mtrs. | per piece |
| 10. | DRM-031 | Elastic Adhesive Bandage: Lanolin Free With Special Interliner For Easy Unwinding And Usage To The Last Inch. Stretch Nlt 60%. Regain Nmt 75%. Should Be Extra Porus. Size: 10 Cm X 4-6 Mtrs. | per piece |
| 11. | DRM-032 | Adhesive Paper Tape : Porous, Non-Woven, Viscose Rayon Backing With Acrylate Hypoallergenic Adhesive. Should Have Long Self Life With Good Adhesive Capability. Size 1.25 Cm X 9 Mtrs. | per piece |
| 12. | DRM-033 | Adhesive Paper Tape : Porous, Non-Woven, Viscose Rayon Backing With Acrylate Hypoallergenic Adhesive. Should Have Long Self Life With Good Adhesive Capability. Size 2.5 Cm X 9 Mtrs. | per piece |
| 13. | DRM-034 | Adhesive Paper Tape : Porous, Non-Woven, Viscose Rayon Backing With Acrylate Hypoallergenic Adhesive. Should Have Long Self Life With Good Adhesive Capability. Size 5 Cm X 9 Mtrs. | per piece |
| 14. | DRM-035 | Adhesive Paper Tape : Porous, Non-Woven, Viscose Rayon Backing with Acrylate Hypoallergenic Adhesive. Should Have Long Self Life with Good Adhesive Capability. Size 7.5 Cm X 9 Mtrs. | per piece |
| 15. | DRM086A | Soft Roll (Cast Padding) Size: 10cm X 3mtr | per piece |
| 16. | DRM087A | Soft Roll (Cast Padding) Size: 15cm X 3mtr | per piece |
| 17. | DRM112 | Bio-degradable synthetic temporizing porous matrix transparent sealing membrane minimizing scaring and contracture of skin in burns, easy to cut and apply with sutures and staples size 5x5cm | per piece |
| 18. | DRM113 | Bio-degradable synthetic temporizing porous matrix transparent sealing membrane minimizing scaring and contracture of skin in burns, easy to cut and apply with sutures and staples size 10x10cm | per piece |
| 19. | DRM114 | Bio-degradable synthetic temporizing porous matrix transparent sealing membrane minimizing scaring and contracture of skin in burns, easy to cut and apply with sutures and staples size 10x20cm | per piece |
| 20. | SD-397 | I-gel all sizes | Per piece |
| 21. | SD 232D | BLACK BAGS: <ul style="list-style-type: none"> • The bags should be Bio-degradable & non chlorinated; • Should be with double seam and able to withstand 25kg weight without tearing or giving away. Size: 40" x 33", 30" x 32", 26" x 26" ; 20"x20" or any other size required by the Department . | Per Kg |
| 22. | SD396 | Disposable Blanket Cover. Size (95"X 62") 43 GSM SMS Quality or 40 GSM non woven Colour: Medical Blue or as desired by the authorities | Per piece |
| 23. | SD397 | Disposable Pillow Cover. Size 28"x21" Minimum 40 GSM Non woven Fabaric 150cm x 100cm | Per piece |
| 24. | SD094 | Disposable Shoe Covers (Pack of 100 pairs) | Per pair |
| 25. | SD426 | Disposable Surgeon Suits (all sizes) | Per suit |

1. **Specifications of BLACK BAGS:**

- Should be leak proof at maximum weight for wet waste.
- Should have uniform density and without tears, holes or weak areas.

- Should be made up of virgin(non-recycled) plastic.
- Material composition should be indicated with the supplies & sample.
- Should have a label inscribed on bags in English

Part A

Provided with Space for Bar Code

Part B

LABEL FOR TRANSPORTING BIO-MEDICAL WASTE BAGS

| | | | |
|-----------------------------|-------------|------------------------------|--------------------------|
| Day | Month | Year | Date of generation |
| Waste category Number | | Waste quantity..... | |
| Sender's Name and Address | | Receiver's Name and Address: | |
| Phone Number | | Phone Number | |
| Fax Number..... | | Fax Number | |
| Contact Person | | Contact Person | |

In case of emergency please contact: Name and Address : Phone No.

Note :Label shall be non-washable and prominently visible.

and mentioning “JKMSCL supply not for sale”.

- On each bag the name of manufacturer, the month and year of manufacture and the batch/lot number must be printed (including in the sample)
- Thickness: should not be less than 120 micron.
- The sample/supplies should be accompanied by the valid degradability certificate as per ASTM-5208 from any of the three approved Laboratories as specified above

Please Note:

1. All above items are sample based. Bidder should sent Samples, in triplicate, or as desired by the authorities, of all the quoted items free of cost, within ten days after declaring successful by Technical Evaluation Committee.
2. In the event of non-submission of samples within the prescribed period, the tender shall not be considered. However, JKMSCL may grant extension of time for submission of samples on the request of Bidders, if found genuine.
3. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated period.
4. Each sample to be provided shall have to be accompanied with batch wise quality testing and Analytical report from NABL accredited Labs notified under Medical Devices Rules 2017. The Copy of NABL accreditation of the laboratory and notification under Medical Devices Rules 2017 from where the samples are tested for quality shall be submitted along with samples.

JKMSCL may get the samples, evaluated by the technical experts from various specialties (End users) to check viability of the items for use on patients, before final election, if recommended by TEC.

Supply Commitment and Undertaking

On letter head of the bidder

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 / any product has not been black listed/banned/debarred by Union Govt. or any Union Territory Govt. or their subordinate departments from participation in bidding.
- (b) We do hereby declare that our company/firm/ product 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 GST tax as on dated with the concerned authority/department. No GST is due on the firm as on dated
5. We hereby undertake that we have sufficient production capacity and resources to meet timeline of estimated tendered quantity.

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

(On firm's letter head)
STATEMENT OF PAST SUPPLIES AND PERFORMANCE
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 satisfactorily |
|----------------|--|--------------------|---|--------------------------------|--------|--|---|
| | | | | As per contract | Actual | | |
| 2021-22 | | | | | | | |
| 2022-23 | | | | | | | |
| 2023-24 | | | | | | | |

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. The past performance criteria is not applicable for ISI marked items.
3. 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)

1. List of Plant & Machinery available for production of item.
2. List of items manufactured by the bidder.
3. Area of unit with working space & authority letter of allotment.
4. Stock position of raw material.
5. Registration certificate for manufacturing unit/S.S.I. unit from Industries department.
6. Manpower status/details (Multinational companies need to specify the number of manufacturing units globally).
7. List of item for quality control measures including details of Quality control laboratory, if any.
8. **Details of batch size of the quoted items.**
9. Certificate from Govt. Agency/ Chartered engineer for production capacity assessment.
10. Any other information.

(Name)
Signature of
Bidder with Seal

(To be submitted on letter head of Firm)
Bid Submission Letter and acceptance of terms & conditions of bid.
(Declaration Form)

Sub: - Regarding Bid submission for **JKMSCL/MED/2023/565 DATED 03-05-2025**

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

I/We declare that we are participating in this bid in the capacity of *(Manufacturer /Direct Importer/Authorized representative of the original manufacturer)* I/We have enclosed all the requisite documents and are as per the requirement of the NIT.

I/We declare that the products quoted by us are being manufactured at _____ / Imported by _____ from _____ /Repacked by _____ at _____

I/We further declare that the rates offered by us shall remain valid for the period of 24 months extendable for a further period of three months and shall reduce the rates, if the rates are reduced by us for any other buyer during this period within Union of India. I/We have enclosed the documents as per details given in Annexure I of the NIB and other documents asked in NIT.

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

Date:

Name and signature of bidder with seal

[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]

AGREEMENT
(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this day of 2019 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at Ist Floor, Durg Store Building, Govt. Medical College Jammu / Opposite State Motor Garage, near Haj House Bemina 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 **"DRESSING and Disposable 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 performance 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 terms & conditions 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 **"DRESSING and Disposable Items"** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twelve (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 **"DRESSING and Disposable 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 **"DRESSING and Disposable 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 Union Territory 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 of the tender document and deduction and penalties as per the penalty clause of the tender document.
- 2.6 Penalty shall be imposed @ 0.25% per day for every day of delay subject to maximum 20%.Rest of the terms and conditions of SSP with regard to penalty clause shall remain unchanged
- 2.7 Penalty shall not be imposed if a claim with regard to any supply i.e (Drug/Equipment) is complete in all respects i.e QC verified/Board verified etc is not cleared by JKMSCL with in a period of 60 days.

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 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 appellent 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 (P&S)/ JKMSCL (Signature,
Name & full Address with tamp)
Witness (Signature, Name & Address)

- 1.
- 2.

[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]

AGREEMENT

(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)

This deed of agreement is made on this day of 2019 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at Ist Floor, Drug Store Building, Govt. Medical College, Jammu/ Opposite State Motor Garage, near Haj House Bemina 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 Representatives) have agreed to supply to First Party (Purchaser), the **"DRESSING and Disposable 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 performance 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 **"DRESSING and Disposable 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 **"DRESSING and Disposable 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 **“DRESSING and Disposable 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 Union Territory 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 of the tender document and deduction and penalties as per the penalty clause 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, bidding 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 Representative/ Dealer/ facilitator) 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 appellant 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.

JAMMU AND KASHMIR MEDICAL
SERVICES CORPORATION LTD.

(First Party) Represented by
General Manager (Adm)/ JKMSCL
(Signature, Name & full Address with
Stamp)

Witness (Signature, Name & Address)

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

(Signature, Name & full Address with stamp)

Witness (Signature, Name & Address)

1.

2

Detail of Annexure

| S NO. | Annex ure | DETAILS |
|--------------|------------------|--|
| 1 | I | LIST OF ITEMS QUOTED IN THE BID <i>On Firm's letter head</i> |
| 2 | II | Technical Bid Submission Sheet (Cover 'A') <i>(To be submitted on Firms' letter head)</i> |
| 3 | III | ITEM WISE FINANCIAL BID (BOQ) Proforma For Uploading Rates of Equipment |
| 4 | IV-A | Declaration and Undertaking by the Bidder <i>(On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public and submitted with Cover-'A')</i> |
| 5 | IV-B | Declaration of Manufacturer/Direct Importer/Indian Subsidiary <i>To be submitted on non judicial stamp paper of Rs. 100 duly notarized</i> |
| 6 | V | Client Base (Item wise) On letter Head of Bidder/Manufacture/Indian Subsidiary of Principal Manufacturer |
| 7 | VI | AUTHORISATION from principal manufacturer/ importer/ Indian Subsidiary <i>(On the letterhead of Principal manufacturer/Sole Importer/Indian Subsidiary)</i> <i>In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary/Sole Importer is to be submitted</i> |
| 8 | VII | ANNUAL TURN OVER STATEMENT <i>(On letter head of Chartered Accountant))</i> |
| 9 | | <i>On Firm's letter head)</i> Memorandum of Appeal |
| 10 | B | TERMS & CONDITIONS OF BID AND RATE CONTRACT |
| 11 | A | List of tendered Items |
| 12 | B-1 | Declarations and Undertaking <i>(On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public and submitted with Cover- A)</i> |
| 13 | D | <i>(On firm's letter head)</i> STATEMENT OF PAST SUPPLIES AND PERFORMANCE (SPECIAL TERMS & CONDITIONS) SEPARATE FOR EACH ITEM |
| 14 | E | <i>On firm's letter head</i> Statement of Plant & Machinery |
| 15 | K | Bipartite AGREEMENT (Agreement for Manufacturers/ Direct Importers only) [on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"] |
| 16 | K-1 | Tripartite AGREEMENT (Agreement for Authorized Agents/ Dealers/ Facilitators) [on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"] |