



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

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

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

Corporate Office: Opposite State Motor Garage, near Haj House Bemina Srinagar

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

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**COVID-19 SUPPLIES**



**E-BID FOR THE FINALIZATION OF RATE CONTRACT  
FOR SUPPLY OF  
“Finger Tip Pulse Oximeter and Flow Meter”**

**(REFERENCE No: JKMSCL/COVID/2020/471**

**DATED: 29-04-2021**

**LAST DATE OF SUBMISSION OF ONLINE BIDS:**

**08-05--2021 upto 1400 hrs**



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No. JKMSCL/COVID/2020/471

Dated: **29-04-2021**

**NOTICE INVITING BID (NIB)**

1. e-bids are invited under two covers from Original Manufacturers /Direct Importers / Authorized Representatives by Jammu and Kashmir Medical Supplies Corporation Limited, Opposite State Motor Garage, near Haj House Bemina Srinagar / Temp. Address Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu for finalization of Rate Contract for the procurement of **“Finger Tip Pulse Oximeter and Flow Meter”** as per Annexure C.
2. The Bid is for finalization of Rate Contract only for a period of six months.
2. Detailed particulars of the bid documents & specifications of items may be downloaded from J&K Govt. e-tendering portal [www.jktender.gov.in](http://www.jktender.gov.in) or JKMSCL website: [www.jkmsclbusiness.com](http://www.jkmsclbusiness.com);
3. The bid shall only be submitted through e-procurement portal of J&K Government i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in).
4. The technical bids shall be opened at Jammu / Kashmir Corporate Office of JKMSCL in the presence of the Bidders or their representatives who may wish to be present.
5. No queries / representations shall be entertained after the clarification end date.

**Sd/-**

Managing Director

Jammu & Kashmir Medical Supplies Corporation Ltd

## INSTRUCTIONS TO BIDDERS

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

1. “Bidder should be Original manufacturer/Direct importer. 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 N1, 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.**”
2. Certificates/Licenses/Documents which are required should be complete and updated.
3. Tender charges, Bid processing Charges and Bid Security (EMD) is **non-refundable except Bid Security.**
4. Bid must be as per Terms & Conditions & submitted properly mentioning serial numbers i.e. Technical Bid in Cover-A & Financial Bid (BOQ) in Cover-B through e-procurement portal
5. **In case bidder is given any assurance of any advantage in JKMSCL, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in JKMSCL, please inform immediately about the same to MD, JKMSCL or GM (Adm) in writing. The complaint should be accompanied with evidence of such unfair activity of such person(s) so that action can be taken against such person(s)/institution(s) and their details can be put on the website.**
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/ self attested, as per Annexure J.
  - 6.1 The Original Manufacturer/Direct Importer can authorize only one Representative for JKMSCL. In case the Original Manufacturer/Direct Importer authorize more than one Representative to represent the Original Manufacturer/Direct Importer for bidding / raising invoice / receiving payments, etc. the bid submitted by/on behalf of Original Manufacturer/Direct Importer shall be rejected.
  - 6.2 The Original Manufacturer/Direct Importer and Authorized Representative shall have to enter into tripartite agreement with JKMSCL.
7. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
8. The technical bids shall be opened at Corporate Office Jammu/Srinagar of JKMSCL
9. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites [www.jktenders.gov.in](http://www.jktenders.gov.in); Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
10. JKMSCL shall have right to take consent from L2, L3, L4 etc. bidders to match their rates as L1 matched rates, **to draw parallel rate contract** so as to ensure the regular supply
11. In case JKMSCL decides to place order at matched L1 rates, the ratio of placement of orders shall be as per the Standard Procurement Procedure, approved by the BoDs, JKMSCL.
12. 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.
13. 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.

14. 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.

Note: 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.

**Sd/-**

Managing Director  
Jammu & Kashmir Medical Supplies Corporation Ltd



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**(Bid form is non-transferable)**  
**BID FORM FOR RATE CONTRACT OF**  
**“Finger Tip Pulse Oximeter and Flow Meter”**

**BID REFERENCE. No..** JKMSCL/MED/COVID/471 Dated : 29-04-2021

Date of publication of e-bid : 29-04-2021 at 17.00 hrs  
Start date and time for download of bid document : 29-04-2021 at 17.10 hrs  
Last date and time for download of bid document : 08-05-2021 at 1400 hrs  
Clarification start date : 29-04-2021 at 1800 hrs  
Start date and time for submission of online bids : 29-04-2021 at 1800 hrs  
Last date and time for submission of online bids : 08-05-2021 at 1400 hrs  
Date and time for online opening of technical bids : 08-05-2021 at 1500 hrs  
Tender Charges : Rs. 1000/-  
Tender Processing charges : Rs. 9000/-

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 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. Payable at Jammu/Srinagar (**IMPS money transfer shall not be entertained**).

- i. Scanned copies of Bank transfer/deposit receipt of cost of tender documents and Tender Processing charges in the shape of FDR/CDR shall have to be uploaded along with Technical Bid.
- ii. In place of EMD/Bid Security, only Bid security declaration accepting that **“If the bidders withdraw or modify their bids after opening of Technical Bids or fail to sign the agreement after finalization of tender, or if the bidder fails to submit performance security before the deadline, they will be suspended, debarred, black listed for future tenders issued by JKMSCL”**
- iii. Physical hard copy of technical bid is not required to be submitted.

1. Bid charges :
  - i. Rs 10,000/- for general bidders
  - ii. OEM Firms which are registered as MSME Unit(s) shall be considered for Exemption of tender charges of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs.9000/- is to be paid by the MSME Unit(s) also.

**6. Address For Communication:**

**Managing Director or General Manager,**  
**J&K Medical Supplies Corporation Ltd,**  
Temp. Address- Plot No. 58, Friends Colony  
Satyam Road Trikuta Nagar, Jammu  
/Bemina Near Haj House- Srinagar (Kashmir)

**Declaration Form cum check list**  
(on letter Head of the Bidder duly sealed and signed)

I/We..... (Name of Bidder) having our office at ..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the bid floated by M.D., Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the Rate Contract Cum Supply of “Finger Tip Pulse Oximeter and Flow Meter” and agree to abide by all the Terms & Conditions set forth therein/SPP.

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

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

S.No	Item	Page No.
1.	Bid security in the shape of declaration,	
2.	Bid / Tender charges ( Incl. Tender processing Charges)	
3.	Nature of the Firm/Public Company/Private Company/ Partnership/Proprietorship/ Any other. <b>(To be submitted on letter Head of the Bidder)</b>	
4.	Average Annual Turnover Statement not less than 1.00 (ONE) crores of Original Manufacturer/Importer for 3 financial Years from Chartered Accountant with <b>UDIN on letter Head of CA with UDIN.</b>	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant.	
6.	Latest Non Conviction Certificate issued by the Licensing authority of the respective state / Self certified on letter Head duly sealed and signed	
7.	Product permission by the licensing authority for the products to be quoted, where ever applicable.	
8.	Letter of acceptance of Terms and conditions of e NIT	
9.	Import License in case of imported product	
10.	<b>Authorisation from principal manufacturer / Importer</b> <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.</i>	
11.	Copy of GST Registration of bidder	
12.	Latest GST Return.	
13.	Copy of the PAN Card of the bidder	
14.	Declaration of Non Blacklisting	
15.	ISO/CE/BIS/USFDA/ Other certificates for quoted Items as mentioned in bid Catalogue (whichever applicable)	
16.	ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue (whichever applicable)	
17.	BIS /NIOSH /EN149 FFP-2 <b>ASTM F 1862, ISO 22609.</b> For N-95 masks	
18.	ISO 13485 / ISO 9001 / EN14683 or equivalent	

**Please Note that:**

- Annexure A1 should be properly filled showing the page Number where the asked document has been attached. All the documents attached with the technical bid should be properly page-marked
- All the provisions of the Rule 144 (XI) of GFR issued by the Govt. of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, vide Office Memorandum under reference No: F.18/37/2020-PPD dated 058-02-2021, shall remain applicable.

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.....

(Name of Firm).....

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

Date

Name and Signature of Bidder with seal

**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, 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](http://www.jktenders.gov.in) for finalization of Rate Contract for the Supply of **“Finger Tip Pulse Oximeter and Flow Meter”** for a period of six months.
2. **Eligibility Criteria:- The bidder i.e. OEM/Importer with an Average Annual Turnover as mentioned in Checklist, for the last three financial years, shall be eligible to participate in the bid.**
3. Supplies shall be affected directly by the bidder. Bidder should have the permission to carry out the offered activities as per specification(s) given in the tender, from the competent authority.
4. Bidder should authorize only those persons who are employed in their company on salary basis.
5. **Bids shall have to be submitted / uploaded on J&K tender portal, [www.jktenders.gov.in](http://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.**
6. 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 above mentioned documents must be notarized / self attested with seal and signature before submission.
- b. All attested document must be submitted in English language. If the documents are not in English, they **should be translated in English & attested by authorized translator**. Translated copy along with copy of original document must be submitted.
- c. The point of supply within the Union Territory of Jammu & Kashmir or out of J&K UT should be specified.
- d. 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)
- e. 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.
- f. **GST should be mentioned clearly & separately**
7. Financial Bid duly filled giving the rates for Quoted items should be submitted through portal [www.jktenders.gov.in](http://www.jktenders.gov.in) **(only on BOQ). It should not be disclosed in Technical bid.**
8. **The required financial instruments (Bid / Tender charges, Bid Security) shall be submitted** through CDR/NEFT only. Technical bid shall be opened on scheduled date. 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.
9. 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.

10. 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.
11. **BID SECURITY:**
  - a. ***Bidders are required to submit a declaration that***
    - i. ***“If the bidders withdraw or modify their bids after opening of Technical Bids or fail to sign the agreement after finalization of tender, or if the bidder fails to submit performance security before the deadline, they will be suspended, debarred, black listed for future tenders issued by JKMSCL”***
    - b. 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.
12. **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 the Bidder does not deposit the security money after the supply order is given.
  - iii. When he fails to submit samples of quoted item on demand or extended time by competent authority on the request of the Bidder.
  - iv. When Bidder violates the any terms & conditions of the tender document.
13. **GUARANTEE CLAUSE:-**

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. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
14. **SUPPLIES SCHEDULE:-**
  1. The purchase order shall be liable to cancellation if the delivery schedule is not strictly followed.
  2. Supplies are to be delivered at F.O.R. Regional Drug Ware Houses JKMSCL & respective GMC DWH.
15. **SUPPLY ORDERS:**
  - a. All the supply orders will be placed directly to the bidders by M.D, JKMSCL/ GM (P&S) JKMSCL through registered post / e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries. The supplying firms will execute all orders as per terms of the supply orders.
  - b. The consignee for supplies shall be the **M.D/GM (P&S), JKMSCL** or his designated officer in-charge of any indenting / end user medical institution in the Union Territory of Jammu and Kashmir.
  - c. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
  - d. The supply commitment may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be



consider by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10<sup>th</sup> of each month to the department.

**16. TERMS OF PAYMENT:-**

- a. No advance payment will be made to the Bidder.
- b. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory regarding quality and quantity, the payment can be considered.
- c. The in-charge of District Drug Warehouse (DDW) shall acknowledge the items received
- d. All bills/ Invoices should be raised in triplicate and in the case of excisable items the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW:
  - i. The challan /invoice copy pertaining to DDW
  - ii. 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/ lort manufactured for JKMSCL.

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

17. 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.
18. In case the price of a item 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.
19. In case of any enhancement /reduction 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.
20. **Incidental/handling Charges:** 1.5% of the bills amount shall be deductible towards Incidental / Handling Charges.
21. **LIQUIDATED DAMAGES:**
  - a. 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.
  - b. 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%.

- c. 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.
- d. Delay beyond the stipulated maximum delivery period i.e. beyond 120 days shall be construed as unexecuted supply and would invite penalty of 20%
22. **REJECTION:**
- 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.
  - 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.
  - 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.
  - The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
23. **VALIDITY OF TENDER:**
- a. Tender shall be valid for a period of Six months from the date of issuance of Rate Contract and may be extended for further 90 days with mutual consent of JKMSCL and firms.
24. **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.**
25. **SUBLETTING OF CONTRACT:**
- Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Jammu and Kashmir Medical Supplies Corporation Ltd, shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Corporation / Indenting Department may sustain in consequence or arising out of such replacement of the contract.
26. **FALL CLAUSE:-**
- a. 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.
27. **SMALL GRIEVANCE**
- a. 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.

28. **ARBITRATION**

- a. 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.
29. **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
30. The other party shall, within thirty days of issuance of dispute notice issued furnish:
- I. Counter claim and defenses, if any, regarding the dispute; and
  - II. All written material in support of its defenses and counter claim
31. Within thirty days of issuance of notice by any party both the parties 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.
32. Dispute Resolution: Besides, as referred above 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.
- (i) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within Six months, he should provide copies of purchase orders, invoices and rate contract, if asked for.
  - (ii) 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.
33. All correspondence in this connection should be addressed to the Managing Director, JKMSCL **Plot no 58, Friends colony, Satyam Road, Trikuta Nagar, Jammu**
34. 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.
35. 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
36. 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.
37. 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.

38. 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.
39. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
40. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
41. **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.
42. **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.
43. **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.**
44. **APPLICABILITY OF CLAUSES:-**All the above clauses 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 Items****Annexure A**

<b>S. No.</b>	<b>Item Code</b>	<b>Name of the Item with specification</b>	<b>Tentative Qty Required</b>
<b>01</b>	<b>COVID-001</b>	<p><b>Finger Tip Pulse Oximeter</b> The Blood Oxygen Monitor to monitor and display SpO2, PR, PI data. Widely used in Hospitals, home health care, Oxygen bar, community Medical Centre etc. Should be able to quickly and accurately detect SpO2 (blood Oxygen saturation level), PR (Pulse Rate and PI (perfusion Index). Continuous bar-graph display, the higher display indicates a stronger pulse. Pulse wave form shows the Pulse Rate. Automatically Power Off after 8 seconds, low power consumption.</p>	<p><b>70000 No.</b>  <b>Minimum to be supplied 15000 per week</b></p>
	<b>COV-002</b>	<p><b>Flow meter</b> It mainly consists of gas pressure Gauge, pressure reducing safety valve, flow control valve, flow tube and humidification bottle. It supplies with continuous constant flow of the humidified oxygen. <u>Technical Specification of Flow meter</u></p> <ul style="list-style-type: none"> <li>➤ Oxygen Flow meter should be attached to B type (10.5 litres type) cylinder.</li> <li>➤ Oxygen Flow meter should have controlled flow meter.</li> <li>➤ Should have sturdy and reliable flow meter unit for accurate measuring of flow of gases.</li> <li>➤ Should have chromium plated Brass body.</li> <li>➤ Metering tube and cover made of unbreakable Polycarbonate.</li> <li>➤ Flow adjustment by needle valve equipped with inlet filter - 100 km</li> <li>➤ Flow rate range 0-15 litres / minute.</li> <li>➤ Inlet pressure suitable for the cylinder.</li> <li>➤ Colour coded – white.</li> <li>➤ Oxygen Flow meter knob should be of white colour coded and have fluted edges to distinguish them from other gases.</li> </ul> <p>Humidifiers:</p> <ul style="list-style-type: none"> <li>➤ It should be bubble type have and pressure relief value.</li> <li>➤ Jar made of unbreakable polycarbonate.</li> <li>➤ Valve should be Brass Chromium Plated.</li> <li>➤ Humidifier Jar should be stern autoclavable / gas sterilizable.</li> <li>➤ Regulatory approval, Standards and compliance ISO 13485 Medical devices for quality management. ISO 14971 Medical devices for risk management. ISO or 10993-1 Biological Evaluation of Medical devices</li> </ul>	<p><b>5000 Nos.</b>  <b>Minimum to be supplied 1000 per week</b></p>

**SUPPLIES SCHEDULE:-**

1. The purchase order shall be liable to cancellation if the delivery schedule is not strictly followed.
2. Qty projected is tentative and can be increased or decreased upto 50%
3. Supplies are to be delivered at F.O.R. stores & respective GMC DWH.
4. Above items are sample based. Sample of all the items should reach JKMSCL office at Jammu by or before the date and time of opening of technical bids. JKMSCL shall not be responsible for delays in submission of samples. Bids of only those items shall be considered whose shall be received by or before the date and time of opening of technical bids.

**Declarations 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.)	Weekly supply commitment to JKMSCL (in nos.)	Monthly supply commitment to JKMSCL (in nos.)
1	2	3	4	5	6
1					
2					
3					

2. We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
3. (a) We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any Union Territory Govt. or their subordinate departments from participation in bidding.
- (b) We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name of Govt./Deptt.) and detailed information is as given below:
- (i.) Cause of black listing/banning/Debarring.
- (ii.) For which item.....:
- (iii.) Period of black listing/banning/Debarring.
- (iv.) Latest Status of black listing/banning/Debarring.
- 4 We hereby confirm that we have deposited all the 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  
Name and Signature of Bidder  
Designation with seal

Place :

Date :

(On letter head of Chartered Accountant)  
**ANNUAL TURN OVER STATEMENT**

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

S.No.	Financial Years (Last three years)	Turnover in Lakhs (Rs)
1.	1 <sup>st</sup> Year	-
2.	2 <sup>nd</sup> Year	-
3.	3 <sup>rd</sup> Year	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Date  
Auditor/Seal

Signature of the bidder

Signature of

Chartered Accountant  
 (Name & Address.)  
 Tel. No.  
 Mob. No.  
 UDIN

**(Original manufacturer/Direct Importer)****AFFIDAVIT**

(on Non Judicial Stamp Paper / Letter Head of the Bidder)

**DECLARATION FORM**

I/We..... having our office at..... **(Address)** and manufacturing Unit at.....do declare that I/We have read all the Terms & Condition of the bid invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Rate Contract of **“Finger Tip Pulse Oximeter and Flow Meter”**, have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of Original manufacturer/Direct Importer.

1. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
2. That neither our Firm nor our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any state Govt. or Govt. of India or its enterprise on the date of bid submission on the ground of submission of fake or forged documents or false information / facts, or for supply of **“Finger Tip Pulse Oximeter and Flow Meter”** in India.
3. I/ we hereby declare that:
  - a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
  - b) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the Union Territory Government or any local authority as specified in the Bidding Document;
  - c) I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
  - d) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
4. I/we certify that there has been no reduction in sale price of the stores identical to the stores supplied to the JKMSCL under the contract herein and such stores have not been offered/sold by me/us to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or Union Territory Government, as the case may be upto the date of the bill/date of completion of supplies at a price lower than the price charged to JKMSCL under the contract.
5. That I/We has/have furnished the correct information in the tender and I/We shall be solely responsible and liable for punitive action for wrong/false information if found to have been submitted in the tender apart from forfeiture of EMD & performance security.
6. I/We declare that the Financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We am / are aware that the Financial bid is liable to be rejected if it contains any counter / other condition.
7. I / We do hereby declare that I/We shall supply the items as per the designs given in Tender Document and as per the instructions given in this regard.
8. I/We agree that the M.D. JKMSCL, Jammu / Srinagar (J&K) may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.
9. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of Six months from the date of issuance of first purchase order and I/We shall abide by the same fully.



10. I/We do hereby understand and agree that in event of I/We failing to adhere to the GMP norms at any stage when the contract is in operation, the bid will be rejected/contract will be terminated and where the failure is observed after conclusion of the contract, I/We will be liable for blacklisting according to provisions of this tender.
11. I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the product(s) quoted; that we possess all the necessary facilities for the production, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life and we shall maintain all the documents including raw data records. I/We understand and agree that in event of I/We failing to provide such facilities, adopt proper procedure or maintain proper documents, I/we will be liable for all penal actions such as rejection of bid, termination of contract and blacklisting
12. I am/ We are aware of Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/ or Security Deposit and blacklisting me/us for a period of 3 years in case, any information furnished by us proved to be false at the time of inspection or otherwise and not complying the conditions as per GMP Guidelines.
13. I/we declare that I/we use approved, safe & tested raw materials including excipients (as per Rule 169 of the Drugs & Cosmetics Rules, 1945) from NABL accredited Laboratory.
14. I/we declare that the test report is obtained for each batch of the finished product w.r.t. composition of active ingredients, from NABL accredited laboratory.
15. I/we declare that I/we has/have not been found guilty of supplying any substandard **"Finger Tip Pulse Oximeter and Flow Meter"** in the last three (03) years

**(Deponent)  
Signature**

**Date:**

**Name of the Firm:**

Office Seal:

Verification

I.....S/o.....(Designation)..... Prop/ Partner/  
 Director of Firm M/s ..... Address ..... Affirm on oath that  
 the contents/information from para 1 to 15 as mentioned above, are true & correct to the  
 best of my knowledge and nothing is hidden. I also declare on oath, that if any  
 information furnished by me as above is found wrong, false, forged or fabricated; the  
 Corporation will be at liberty to cancel the Bid and forfeiting the earnest money deposit  
 and or performance security, for which I shall be solely responsible and the laboratory /  
 firm may be Debarred/Banned/ prosecuted for the same.

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

*(On the letterhead of manufacturer and notarized)*

**Authorization of Bidder by the Firm**

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

Dear Sir,

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

Name of items.....

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

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

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

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

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

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

Yours faithfully,

(Name & signature of chairman).....  
For M/s .....

**AUTHORISED SIGNATORY OF FIRM**

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



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

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

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

Corporate Office: Opposite State Motor Garage, near Haj House Bemina Srinagar

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

**ANNEXURE-M**

**FINANCIAL BID FOR QUOTED ITEM**

Sl. No.	Item Description	Item Code / Make	Unit	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST			Any other taxes (if applicable)	Total Amount Without GST	Total amount with GST	TOTAL AMOUNT In Words
					IGST	SGST	CGST				
1	2	3	4	5	6	7	8	9			
1.											
2.			<b>Do not quote rates here.</b>								
3.											
4.											

Date

Signature  
Name in Capitals  
Company /Firm Seal

**Note: -**

1. The final rate quote should be inclusive of all taxes.
2. No quantity or cash discounts should be offered.
3. Read all the terms & conditions before filling the Annexure-J.
4. Please quote rates in absolute amount only.
5. **Please don't write Rs. 00.00 against the items for which you don't wish to quote; instead, do write "Not Quoted" against the said item; as the system takes Rs. 00.00 as L1.**

(On Firm's letter head)

**Proforma for the bidder for declaring items quoted in the Tender**

<b>S. No</b>	<b>Item Code</b>	<b>Name of the Item</b>	<b>Mfg. By</b>	<b>Product permission</b>	<b>Quality Standard BIS/ISO/USFD A/CE/ other</b>
<b>1</b>	COVID-001	<b>Finger Tip Pulse Oximeter</b>			
<b>2</b>	COVID-002	<b>Flow meter</b>			

→ Bids of the Bidders offering delivery beyond schedule of supplies will not be considered and rejected straightaway.

Note: Necessary documents, in claim of above are uploaded with the bid.

- I. Items are sample based. Bids of only those bidders shall be considered for evaluation who will submit the samples of quoted product latest by the date and time of opening of Technical Bids..
- II. Sample of the items shall be received at Corporate Office JKMSCL Jammu Only.
- III. JKMSCL shall not be responsible for any delays for submission of samples, including postal delays, courier services etc.
- IV. Specimen samples received shall be evaluated at Corporate office JKMSCL Jammu on next working of opening of Technical Bids.
- V. Bidders are at liberty to present themselves before evaluation committee, for evaluation of samples.