



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

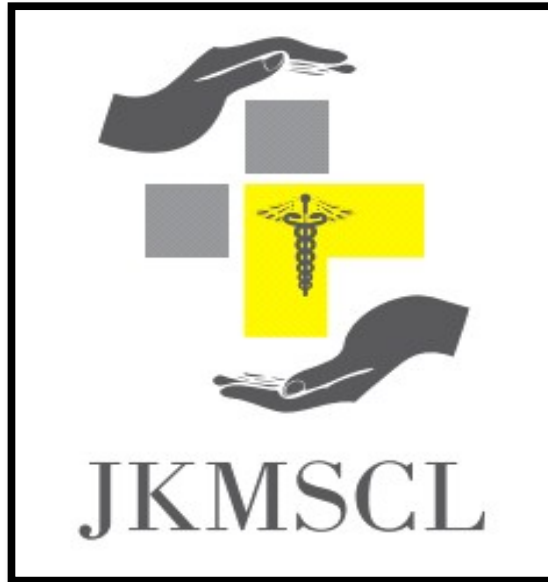
(Public Sector Undertaking of the Government of Jammu and Kashmir)

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; gmjjkmscl@gmail.com **website:** www.jkmsclbusiness.com



656

**E-BID FOR THE FINALIZATION OF RATE CONTRACT FOR THE PROCUREMENT OF
DIAGNOSTIC & THERAPEUTIC ITEMS FOR CARDIAC CATH LAB
FOR THE YEAR 2025-27**

(REFERENCE NO. NIT: JKMSCL/CARDIAC/ 2025-26/656

DATED: 13-03-2025

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.



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)

NIT: JKMSCL/CARDIAC/2025-26/ 656

DATED: 13-03-2025

NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of **“DIAGNOSTIC & THERAPEUTIC ITEMS FOR CARDIAC CATH LAB”** from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers. 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 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.

- i. **Scanned copies of Bank transfer/deposit receipt or NEFT towards the cost of tender documents and Tender Processing charges shall have to be uploaded along with Technical Bid, failing which tender shall be outrightly rejected.**
- ii. EMD for Rs.1,00,000 (One Lac only) as Bid Security for General in shape of FDR pledged to **Financial Advisor/CAO, JKMSCL** or through NEFT in the Corporation's Bank Account No.**0373040500000032**.
- iii. As per **General Financial Rules(GFRs) 2017**, Micro and Small Enterprises (MSEs) are **exempted** from submission of **Bid Security (EMD)**
- iv. **Not to submit the hard copy of technical bid physically.**

Sd/-
Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Corporate Head Office: 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)

No. JKMSCL/CARDIAC/2025-26/656

DATED: 13-03-2025

NOTICE INVITING BID (NIB)

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 "**DIAGNOSTIC & THERAPEUTIC ITEMS FOR CARDIAC CATH LAB**" 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 outrightly rejected.**
- **DD as mode of payment for cost of tender/tender processing fees/Bid Security shall only be entertained if the same is deposited physically against proper receipt in the Corporate Office of JKMSCL, before the closing due date of e-bid.**
- **Bid Security** Rs. 1,00,000.00 in the form of FDR/CDR/BG/RTGS/NEFT (FDR/CDR from scheduled/Nationalised Bank/BG from Nationalised Bank) with validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. **Firms which are registered as (Micro and Small Enterprise) MSEs Unit(s) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be considered for Exemption of bid security including tender fee of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs. 9000/- is to be paid by the MSE Unit(s) also.**
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be outrightly 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 be uploaded along with Technical Bid, failing which bid shall be outrightly rejected.**

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.

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; JKMSCL website: 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.

Sd/-

Managing Director

Jammu and 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 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." .
2. The Average Annual turnover of the Original Manufacturer/ Direct Importer for last three financial years for the procurement of **"DIAGNOSTIC & THERAPEUTIC ITEMS FOR CARDIAC CATH LAB"** shall be Rs. 20.00 crores.
3. Certificates/Licenses/Documents which are required should be complete and updated.
4. Cost of tender document, Tender processing charges and Bid Security (EMD) should be submitted separately for each Bid and is non-refundable except Bid Security (EMD).
5. 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.
6. A Pre-Bid Meeting shall be held in the Conference Hall of Jammu & Kashmir Medical Supplies Corporation at Corporate Head office Jammu/Srinagar, to clarify the issues and to answer the queries on any matter that may be raised at the time of pre-bid in reference to tender. The issues to be raised during pre-bid meeting should be referred by the bidder to MD, JKMSCL/ GM (Drugs), JKMSCL, in writing at least three hours before the pre-bid meeting, so that these could be properly scrutinized. Representation regarding issues and quarries, which are discussed in pre bid meeting, shall be submitted immediately after pre bid. Representation received after date of pre bid meet shall not be considered. Necessary Corrigendum/ Modification/Clarification in the bid and specification(s), if required, shall be issued tentatively within three days of Pre bid meet. **Please note that bids should be submitted after Pre-Bid meeting incorporating the Corrigendum/ Modification/ Clarification, if any.**
7. In case bidder is given any assurance of any advantage in JKMSCL, by anybody or if you are directly or indirectly threatened or intimated 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.
8. 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".
 - i. 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 Representative(in original).
 - ii. Original Manufacturer/Direct Importer should not authorize their Representative (Authorized Representative) to make any declaration(s),which are mandatorily to be signed & sealed by the MD/ Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
 - iii. The Original Manufacturer/Direct Importer can authorize only one Representative for JKMSCL. In case the Original Manufacturer/Direct Importer authorizes 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.
 - iv. The Original Manufacturer/Direct Importer and Authorized Representative shall have to enter into tripartite agreement with JKMSCL.
9. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
10. The technical bids shall be opened at Corporate Office Jammu/Srinagar of JKMSCL in presence of the Bidders or their representative who wish to be present.

11. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites: www.jktenders.gov.in. Similarly, information regarding L-1 shall also be provided to bidders on above websites. No bidder shall be informed individually.
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 re tender 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.

*** L1 shall be considered only on the basis of basic rates quoted. All statutory taxes shall be calculated as applicable and shall not be taken into account for arriving at L1.**

**Sd/-
Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd**



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Corporate Head Office: 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)

(Bid form is non-transferable)

BID FORM FOR RATE CONTRACT OF

"DIAGNOSTIC & THERAPEUTIC ITEMS FOR CARDIAC CATH LAB"

BID REFERENCE No. JKMSCL/CARDIAC/2025-26/656 DATED: 13-03-2025

Date of publication of e-bid : 13-03-2025 at 1600 hrs
Start date and time for download of bid document : 13-03-2025 from 1630 hrs
Last date and time for download of bid document : 19-04-2025 at 1600 hrs
Clarification start date : 13-03-2025 from 1700 hrs
Clarification end date : 02-04-2025 upto 1030 hrs
Pre- bid conference : 02-04-2025 AT 1100 A.M

(at Corporate Office, Jammu and Srinagar)

Google code for pre-bid conference <https://meet.google.com/ujr-qcbe-zua>

Start date and time for submission of online bids : 04-04-2025 at 1000 hrs
Last date and time for submission of online bids : 19-04-2025 upto 1600 hrs
Date and time for online opening of technical bids : **21-04-2025 at 1100 hrs**
Cost of tender document : Rs. 1000/-

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. **(IMPS money transfer shall not be entertained)**

- i. **Scanned copies of Bank transfer/deposit receipt or NEFT towards the cost of tender documents and Tender Processing charges shall have to be uploaded along with Technical Bid, failing which tender shall be outrightly rejected.**
- ii. EMD for Rs.1,00,000(One Lac only) as Bid security for General in shape of FDR pledged to Financial Advisor/CAO, JKMSCL or through NEFT in the Corporation's Bank Account No.0373040500000032.
- iii. As per General Financial Rules(GFRs) 2017, Micro and small Enterprises (MSEs) are exempted from submission of Bid Security (EMD)

1. Bid Security (EMD) :
 - i. Rs 1,00,000/- for general bidders
 - ii. OEM Firms which are registered as MSEs shall be considered for Exemption of bid security including tender Charges of Rs. 1000/- as per provisions of MSEs Policy. Tender Processing charges of Rs.9000/- is to be paid by the MSE Unit(s) also.

2. **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)

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. Also all the representations regarding the queries/clarifications shall be submitted to the email id: prebid.jkmscl@gmail.com, before the pre-bid meeting.

Declaration Form cum check list

(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the bid floated by M.D., Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the Rate Contract Cum Supply of **“DIAGNOSTIC & THERAPEUTIC ITEMS FOR CARDIAC CATH LAB”** 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 FDR for Rs.1,00,000(One lakh) For General Bid Security for MSME Units is exempted	
2.	a) For General Cost of Tender documents =Rs.1000/- Tender Processing charges =Rs.9,000/- Total =Rs.10,000/- b) For MSE Units Cost of Tender document- Exempted Tender processing charges= Rs.9,000/- Total = Rs.9,000/-	
3.	Nature of the Firm/Public Company/Private Company/Partnership/Proprietorship/Any other with Documentary proof issued by the competent Authority.	
4.	Average Annual Turnover Statement not less than 20 crores of the Original Manufacturer/Importer for Last 3 financial Years from Chartered Accountant with UDIN (2021-22, 2022-23 and 2023-24) .	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant (2021-22 2022-23 and 2023-24)	
6.	Valid Latest Non conviction Certificate issued by the Licensing authority of the respective state.	
7.	Valid Drug Manufacturing License along with subsequent renewals of original manufacturer (s)	
8.	Valid Drug sale License along with subsequent renewals	
9.	Valid CGMP as per revised Schedule “M” / WHO format.	
10.	Valid Product permission issued by the licensing authority for the products offered in the bid along with retention/validity of the quoted products or receipt of the fee deposited for the same.	
11.	Latest Market Standing Certificate issued by Licensing authority of the respective States not Less than Three preceding Years (2021-22, 2022-23 and 2023-24)	
12.	Letter of acceptance of Terms and conditions of e-NIT duly signed by	

	the manufacturer.	
13.	Letter of acceptance of Terms and conditions of e-NIT duly signed by the bidder /authorized agent (if appointed by the manufacturer)	
14.	Import License on Form 40	
15.	Registration approved by CDSCO/DCGI etc..	
16.	Human Randomized Clinical Trial Data.....copy of full text publication. The implants should have human randomized clinical trial data of atleast 200 patients with report of Hard Clinical end points like Major Adverse Cardiac Events, Mortality, Stent Thrombosis and Repeat revascularization, being studied and published in PubMed Indexed Journals	
17.	Authorization for sale from the Foreign Principal Manufacturer (Authorization Letter of Principal Company), wherever applicable.	
18.	BIS License with schedule for ISI Marked Products Quoted (wherever applicable)	
19.	ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue (wherever & whichever applicable)	
20.	Copy of GST Registration Certificate of bidder	
21.	Latest GST Return of the bidder	
22.	Copy of the PAN Card of the bidder	
23.	Details of Technical personnel employed in the manufacturing and testing unit approved by the Licensing Authority.	
24.	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority JKMSCL.	
25.	Authorization letter from each manufacturer in favour of the bidder submitting the bid for each quoted item.	
26.	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL.	1..... (Name & Signature) 2 3.....
27.	Specify point of supply with full Address. NB: Specifying of point of supply does not means authorization to raise, invoice and receive payments on behalf of bidder(s)	Full Address
28.	Declaration Cum Checklist (Annexure A)	
29.	Terms & Condition of Bid and Rate contract (Annexure B)	
30.	<i>List of Items (Annexure C1) highlighting the items quoted by the bidder menti oning the principal manufacturer of each quoted item.(Compulsory) otherwise tender will be outrightly rejected (one item one manufacturer)</i>	
31.	<i>List of Items (stents etc.) for which rates shall be on floater basis as per national pharmaceutical pricing authority (NPPA) price ceiling.</i>	
32.	Statement of Installed Manufacturing Capacity, Certificate regarding rate reasonability, Undertaking of Non debarring (Annexure -D) (On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public	
33.	Proforma for Annual Turnover statement of the Original Manufacturer/importer from Chartered Accountant with UDIN. (Annexure E) ((2021-22, 2022-23 and 2023-24)	
34.	Statement of Plant & Machinery etc. (Annexure-G)	
35.	Particulars of the Bidder and Manufacturer/s (Annexure-H)	
36.	Format of Affidavit for EM-II (Annexure-I)	
37.	Rate contract completion report (Annexure-J)	
38.	Declaration on Non Judicial Stamp Paper of Rs 100 of original	

	Manufacture/Direct Importer. (Annexure-K)	
39.	Declaration form for Authorized representative/ Agent on Non Judicial Stamp Paper of Rs 100 (Annexure-L/ Annexure-L-1) whichever applicable	
40.	Letter of Authorization of bidder by the firm (for Tripartite Agreement) (Annexure M/ Annexure M1) whichever applicable	
41.	Proforma for Agreement (Annexure N)	
42.	Tripartite Agreement for Authorized Agents/Dealers/Facilitators on Rs.100 Non judicial stamp paper (Annexure O)	
43.	Memorandum of Appeal. (Annexure P)	
44.	Financial Bid for quoted items, Format (Annexure Q)	
45.	List of Institutions where the bidder/manufacturer have supplied the tendered items in India in reputed Govt./ Semi Govt. Institutions/hospitals with successful completion and Performance certificate from at least three Institutions during the last three financial years.	
46.	Product catalogues/brochures of the offered items along with safety/quality certification & other requisite documents, including Physical, Chemical, Biological, Pharmacological Parameters and Bio Safety /Bio compatibility reports, deployment methodology and accessories.	
47.	Compliance to Rule 144 of the GFRs, 2017 titled 'Fundamental principles of public buying' and amendments thereof.	

**Date
seal**

Name and Signature of Bidder with

Note:

- 1. The Annexure J,O& P are required to be submitted after the finalization of rate contract.*
- 2. Annexure C, List of Quoted items must be filled carefully and uploaded with the technical bid mandatorily.*
- 3. In a tender either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.*
- 4. If an agent submit bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for same item/product.*

Email for queries (if any): - prebid.jkmscl@gmail.com

Important Instructions to the Tenderer(s):-

- a) Each specification must be quoted in the same format and order of sequence as mentioned in the tender document and specify/indicate the verification document from the product data sheet against each column.
- b) When required information other than those in the data sheets should be provided as a separate document and should refer to the specific sections being addressed
- c) When standard vendor Data Sheet disagrees with bid, clarifications should accompany necessarily.
- d) In absence of data sheet provided by the tenderer(s), the decision of the technical committee shall be final and binding on the tenderer(s).
- e) Representation, if any, related to technical bid(s) shall have to be made within 5 days from the date of opening of technical bids and thereafter no representation whatsoever shall be considered
- f) Representation, if any, related to financial bid(s) shall have to be made within 48 hrs. from the date of opening of financial bids and thereafter no representation whatsoever shall be considered.
- g) The tenderer(s) shall be bound to provide benchmark supply order copy of institutions if asked by JKMSCL.
- h) If at any stage, any dispute arises between the tenderer(s) and JKMSCL the terms and conditions of the NIT shall prevail over the offer of the tenderer. Further the tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions. No enquiries (verbal or written) shall be entertained in respect of acceptance or rejection of the tender.
- i) If during the processing of the NIT or during the currency of the contract, the offered item(s) are upgraded or a new variant/model is introduced then the participating tenderer(s) shall be bound to supply the upgraded/improved version if asked by end user department free of cost.
- j) In no case plea of discontinuation of the quoted/approved item(s) or any other issues with regard to quality controls etc. shall be accepted & therefore the participating companies are advised to ensure quoting of such item(s) only which are of standard quality & those which are not likely to be discontinued till the currency of the contract.
- k) Also, if the equipment/technique etc. has been mentioned against the tendered item(s), then in such case it shall be implied that the participating company(s) have quoted item(s) fully compatible to such equipment/technique
- l) In case any item(s) is not quoted, please Write-NOT QUOTED, instead of Rs 00.00 against such item(s) as the system takes Rs 00.00 as LI.
- m) The tenderer(s) should quote against the unit size indicated in the BOQ for each item(s), Further the item(s) which comes in different sizes, it shall be construed that the rates for all such sizes is same irrespective of the size unless otherwise mentioned explicitly.

- n) If Original Manufacturers OR its subsidiary is not present in the India then the authorized distributor/dealer can quote such items directly.

ANNEXURE-B

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 scheduled dates** on JK portal www.jktenders.gov.in for finalization of Rate Contract for the Supply of **"DIAGNOSTIC & THERAPEUTIC ITEMS FOR CARDIAC CATH LAB"** for a period of 24 months.
2. **Eligibility Criteria:-The bidder i.e. Original Manufacturer(s) / Direct Importers with an Average Annual Turnover as per NIT, 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/Direct 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.
 - 3.1 Only those Original Manufacturers / Direct Importers and Authorized Representatives shall be permitted to enter into Tripartite Agreement who shall fill and upload Annexure M (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. Only those Original Manufacturer / Direct Importer should not authorize any representative to make any declaration(s), which are mandatory be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
 - 3.4 ***The dealers / authorized distributors can be authorized only once and no change thereafter will be entertained***
4. **Bids shall have to be submitted / uploaded on tender portal, www.jktenders.gov.in only.**
5. The Bidder should upload along with the bids the relevant Documents/certificates for the item Bids as per check list at Annexure "A"

NOTE:

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission. **Un-attested / Un-notarized copies of such documents shall not be considered valid.**
- (B) All attested document must be submitted in English language. If the documents are not in English, they **should be translated in English & attested by authorized translator.** Translated copy along with copy of original document must be submitted.
- (C) The point of supply within the UT of Jammu & Kashmir or out of J&K 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) 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 drugs 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.
- (G) **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 (Cost of Tender document/ Tender processing charges & Bid Security (EMD) shall be submitted in original at the Corporate Office Jammu/ Srinagar on or before submission of online bid. 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 in the shape of FDR/**Call Deposit Receipt valid at Call**, 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 completion of contract.
- (iii) **Partial exemption from bid security:-** Firms which are registered as MSE Units shall be considered for exemption of Bid Security(EMD) as well as cost of tender document. However Tender **processing charges of Rs. 9,000/-(Nine Thousand only) shall have to be paid by the MSE Units.**
- (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.
- (iii) When the Bidder does not deposit the Performance security after the supply order is given.
- (iv) When the bidder fails to submit samples of quoted item on demand or extended time by competent authority.
- (v) When Bidder violates the any terms & conditions of the tender document.
11. **GUARANTEE CLAUSE:-**

- (i) For item like pacemakers, Combo devices, AICD etc. which have a specific/life time warranty from the date of its implantation/deployment, the successful bidder shall be required to submit an undertaking duly notarized that if during the warranty period any device is found defective develops any snag, the same will be replaced free of charges even in case of change of their local agent. The warranty cards should be provided to the patients within 24 hours and free replacements should be delivered in time, as per the instructions from the end user department. The successful bidders shall have keep adequate stock for emergency replacement. 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 confirm 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 entitled 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 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 UT of Jammu and Kashmir and rate must be quoted accordingly; the Corporation will not pay any extra carriage or transportation charges.
- (iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including 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 packing units mentioned in the Catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected.
- (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. Firms which are registered as MSE Units shall be considered for exemption of Bid Security (EMD) as well as cost of tender document. However Tender processing charges of Rs. 9,000/- (Nine Thousand only) shall have to be paid by the MSE Units.

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/corporation, shall not be eligible for participation in this tender

16. SPECIFIC CONDITIONS OF CONTRACT

16.1.1 Submission of Security deposit and entering into contract shall be 15 days from the date of issue of Letter of Intent(LOI).

16.1.2 The supplier shall have to execute the agreement, and deposit the required Security amount within 15 days of issuance of LOI/ Purchase order/ both.

16.1.3 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)

16.1.4 The purchase order shall be liable to cancellation if the delivery schedule is not strictly followed.

16.1.5 *The approved supplier has to ensure that if any item supplied by them remains unutilized for any reason, it has to be replaced with fresh one prior to four months of items expiry. Any item, if expires in the stores of JKMSCL or end user department, same has to be replaced immediately.*

16.2 The supplied items (covered in SCHEDULE- P of Drugs and Cosmetics Rules, 1945) shall have a shelf life period as prescribed in the schedule and in respect of all other items of drugs, a period of minimum 2 years from the date of manufacture. All items of Drugs 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.

16.3 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.

16.3.1 Each batch of drug(s) 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. Non-compliance with this condition shall lead penalization and subsequent rejection of drugs

16.4 Supplies are to be delivered at F.O.R. stores at various Drug ware House(s), Jammu/Srinagar.

16.5 **Other Conditions:**

- Jammu and Kashmir Medical Supplies Corporation Limited will inform the L-1 rate to the bidders who qualify for price bid opening, through JKMSCL website or email. The willing bidders like (L-2 or L-3) may inform in writing their consents to match with the L-1 rate for the specific item of Drugs /Medicines quoted by them and the bidders who agree to match L-1 rate will be considered as matched L-1.
- If the L-1 supplier is not in a position to execute ordered quantity of supplies or fails to execute the ordered supplies or in case of exigency, Jammu and Kashmir Medical Supplies Corporation Limited shall have right to place Purchase Orders with L-1 matched rate bidders subject to execution of necessary agreement in advance.
- The purchase orders for the requirement of demanded items will be placed with L-1 matched rates on sequence of L-2, L-3 and so on.
- **Training: The successful tenderer shall impart sufficient training free of cost/ charges to the Institute technical staff for using the item if asked by the user department(s) and the company shall have to provide sufficient training for device trouble shooting, sharing new updates and refreshing knowledge about devices therapy as and when asked by user department. Successful company should have to conduct three (3) monthly workshops for device trouble shooting, sharing new updates and refreshing knowledge about devices therapy as and when asked by the user department.**
- **In case rate of any other item(s) is capped by national pharmaceutical pricing authority (NPPA) or any other government authorized authority in future, then the rates for such items shall be automatically slashed down to the government prescribed limit or lesser. If at any time it is established that successful tenderer has sold the items to any other Government / Semi-Government/ Private Hospitals/department/ Institutions at a lesser price, he shall be liable for reimbursement of the excess rates charged besides imposition of penalty. Also in case the printed rates are lower than quoted rates, then printed rates shall be payable**

17. SECURITY DEPOSIT & AGREEMENT:

- (i) All firms whose offers are accepted will have to deposit a **security deposit equivalent to 5% of Purchase Orders awarded for each item** in favor of Jammu and Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar at the time of agreement. The Security Deposit shall be deposited in the form of Demand Draft / Bank Guarantee.
- (ii) The payment shall be made only 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.

18. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL or GM(Drugs) JKMSCL through registered post / e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries. **The supplying firms will execute all orders within 60 days for Indian and 90 days for imported items.**
- (ii) The consignee for supplies shall be the M.D / GM(P&S), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the UT of Jammu and Kashmir.
- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment 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 10th of each month to the department.

- (v) The quantity, if any, indicated in the tender are mere estimates and are intended to give an idea to the prospective Bidders to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the tender and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non-supply on the quantity indented.

19. Scheduling Of Supplies

The supplies shall have to be executed strictly as per the schedule clause quoted in the Purchase orders.

20. Cold chain transporting system

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 UT 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 drugs 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. The Medicine/Medical devices shall be subjected to quality testing by the empanelled NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory.
3. 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.
4. 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 mis-branded, 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.
5. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of items of drugs and medicines 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 RCto enable the Corporation to examine the case for refund of security money. The consignee will submit every month verified copy of statement No.1along 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(ADM), JKMSCL within 45 days of supply/receipt of material.
- (ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to GM(ADM), JKMSCL within one 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 (Adm), JKMSCL for taking action against the contractor/supplier. Intimation to the contractor/ supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately. Any delay in taking action shall be viewed seriously by the corporation.

23. TERMS OF PAYMENT:-

1. No advance payment towards costs of drugs, medicines etc., 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 drugs 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 be 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. ***The bills shall be processed for payment against supplies after the receipt of 70% of the ordered quantities, provided supplies have passed the requisite quality tests from approved test laboratories of JKMSCL and found as of "STANDARD QUALITY" if got tested. However 60% payment against the received quantity, shall be released after verification and balance 40% of the consumed quantity shall be released on quarterly basis on receipt of consumption certificate issued by the end user Department.***
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 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 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 price of the Drugs 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 essential drug, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of essential Drug will be deducted without any change in the basic price of the price structure of the drugs 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 the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply:-
 - (a) In case of extension in the delivery period with liquidated damages the Penalty shall be imposed @ 0.25% per day for everyday of delay subject to maximum 10%. Rest of Terms & Conditions shall remain same as per SPP.
- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) Total Penalty period shall be up to 60 days from the last date of supply period, after which it shall be deemed as un-executed supply and shall attract penalty @20%.
- (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) Wrong quote shall in no case be permitted. In case of such quote(s), action as debarring the supplier shall be initiated

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 within fifteen days of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the corporation accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be re-inspected by Committee / Inspection Agency. Charges of such re-inspection at the work of manufacturer or at the supply point shall be borne by the supplier.
- (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm / supplier at the time of technical approval.
- (v) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department / Corporation shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

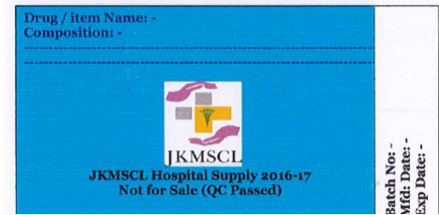
27. PACKING & INSURANCE:

- (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 Purchase Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking / inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes. Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.

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.*
11. Other: Regarding **Art Work=>JKMSCL LOGO - JKMSCL- Hospital Supply -Not For Sale** must be written showing the batch number, date of manufacturing, date of expiry and year of supply of each item
II. Specifications for Chemicals
Not more than 25 kg may be packed in a single bag/carton.



Indicative art work for bidders

Note: The Meager quantity for the purpose of exemption from the Artwork shall be as per directives of Board Meeting, 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) 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 defects are noticed, then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., JKMSCL shall be final.
- (iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited security money as per condition No. 16) Joint inspection of defective material may be carried out as required by the corporation. However, sample of ISI marked material found defective shall be kept by consignee for reference to BIS.

- (vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if the firm has deposited required security deposit as per contract.
- (vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

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. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

- (i) The quantity of item originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- (ii) If the JKMSCL procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (vii) If the Bidder fails to supply the JKMSCL shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.

31. 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.

32. PARALLEL RATE CONTRACT:

The Jammu and Kashmir Medical Supplies Corporation may also execute a parallel rate contract 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.

33. VALIDITY OF TENDER:

The tender shall remain valid for a period of 120 days from the date of opening of technical bids. The TIA may request the participating bidders for further extension of bid validity if deemed fit. However, the bidders may refuse the extension of bid validity, without forfeiting the Earnest Money.

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

34. 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.**

35. 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.

36. 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.

37. 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.

38. ARBITRATION

- 38.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the UT of Jammu and Kashmir and the laws of India as applicable to the UT of Jammu and Kashmir.
- 38.2.1 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
- 38.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 38.2.1, furnish:
- I. Counter claim and defences, if any, regarding the dispute; and
 - II. All written material in support of its defences and counter claim
- 38.2.3 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.
- 38.3 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 UT of Jammu and Kashmir.

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

Any person participating in a procurement process shall-

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

40. 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.
41. (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 Rate Contract of JKMSCL to any of the Institute / department within the UT of J&K. In case of default, supplier has to deposit 7% of the total value of Purchase Order / Supplies made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm), JKMSCL.
42. All correspondence in this connection should be addressed to the Managing Director, JKMSCL **Plot no 58, Friends colony, Satyam Road, Trikuta Nagar, Jammu**
- 43.(i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.
- (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if:-
- (a) fails to execute a contract or fails to execute it satisfactorily;
 - (b) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;
 - (c) the firm is suspected to be doubtful loyalty to state or country.
 - (d) the State Investigation Agencies or any other investigating agency recommends such a course in respect of a case under investigation.
 - (e) Bidder does not comply to clause 36 (iii), above.
 - (f) M.D., JKMSCL is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result ill business dealing with it banned.
44. 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.
45. (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 be 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.

46. 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.
47. 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.
48. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
49. 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.
50. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
51. **Submission of Samples:**
JKMSCL may ask for submission of samples, if recommended by the technical experts from end user Departments and in such case, the tenderer shall have to submit the samples without any cost to the JKMSCL. If the sample or samples is /are declared to be not of standard quality or spurious or adulterated or misbranded or not compatible, such tender/s shall be rejected. Non submission of samples, if asked for shall also render the bid invalid.
52. **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 UT of Jammu and Kashmir only.
53. **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.
54. L1 shall be considered only on the basis of basic rates quoted. All statutory taxes shall be calculated as applicable and shall not be taken into account for arriving at L1.
55. 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**.
56. **APPLICABILITY OF CLAUSES:-**All the clauses above and their Annexures, Formats & Enclosures are applicable for the tendered items.

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

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

B. Special Terms and conditions:-

1. Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be uploaded in Cover "A" and Financial details (BOQ), should be uploaded in Cover "B" otherwise tender will not be considered.
2. Conditional tenders will not be considered.
3. Transshipment will be permitted and partial shipment not allowed.
4. 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.

Signature
Name in Capitals
Company / Firm Seal

*******ANNEXURE "C"*******

(List of Tendered Items)

GROUP-"A" NIT: JKMSCL/CARDIAC/2025-26/ 656 DATED: 13-03-2025

S.NO.	NAME OF THE ITEM WITH DESCRIPTION	Item Code	SIZE	Rates to be quoted
1.	FDA approved 1.5& 3T whole body MRI compatible single chamber rate responsive pacemaker (VVIR mode) fully automatic with capture management and sensitivity management for RV with standard warranty & with 7 Fr. compatible passive fixation tined leads or screw-in leads & lead introducers	CS-001		Per piece
2.	FDA approved 1.5& 3T whole body MRI compatible single chamber rate responsive pacemaker (VVIR mode+ remote monitor) fully automatic with capture management and sensitivity management for RV with lifetime warranty & with 7 Fr. compatible passive fixation tined leads or screw-in leads & lead introducers	CS-002		Per piece
3.	FDA approved 1.5& 3T whole body MRI compatible single chamber rate responsive pacemaker (VVIR mode+ PFL) fully automatic with capture management and sensitivity management for RV with standard warranty & remote monitoring device &with 7 Fr. compatible passive fixation tined leads or screw-in leads & lead introducers	CS-003		Per piece
4.	FDA approved Digital Multi-Programmable dual Chamber Pacemaker with Lifetime Warranty 1.5& 3T whole body MRI compatible DDDR Pacemaker (DDDR Mode+ PFL) fully automatic with capture management and sensitivity management for Both RA and RV & proven Extended Longevity of > 10 years with 100% Pacing of RA and RV, with Advanced features Like: 1. Mode Based Reduction in RV Pacing Or Equivalent. 2. Rate Drop Response or Equivalent & 3. +AF Detection and Prevention Algorithm & with 7 Fr. Compatible Passive-fixation Tined Leads Or Screw-in Leads & Lead Introducers.	CS-004		Per piece
5.	FDA approved Digital Multi-Programmable dual Chamber Pacemaker with Standard Warranty 1.5& 3T whole body MRI compatible DDDR Pacemaker (DDDR Mode+ Remote Monitor) fully automatic with capture management and sensitivity management for Both RA and RV & proven Extended Longevity of > 10 years with 100% Pacing of RA and RV with 7 Fr. Compatible Passive-Fixation Tined Leads Or Screw-in Leads & Lead Introducers & With Remote Monitoring Device	CS-005		Per piece
6.	CE approved Digital Multi-Programmable dual chamber pacemaker with lifetime warranty, 1.5 T and 3R Full body MRI Compatible DDDR Pacemaker (DDDR + PFL+LBBAP) Fully Automatic with capture management & Sensitivity Management for Both RA & RV and Proven Extended Longevity of > 10 Years with 100% pacing of RA & RV, with advanced Features Like: 1. Mode based reduction in RV pacing or Equivalent, 2. Rate Drop Response or Equivalent. 3. AF Detection and Prevention algorithm, & With 7 Fr. Compatible Passive-fixation Tined Leads or Screw-In Leads & Lead Introducers Along with LBBAP set.	CS-006		Per piece
7.	FDA approved Digital Multi-Programmable dual Chamber Pacemaker with Lifetime Warranty 1.5& 3T Full body MRI compatible DDDR Pacemaker (DDDR Mode+ PFL+LBBAP) fully automatic with capture management and sensitivity management for Both RA and RV & proven Extended Longevity of > 10 years with 100% Pacing of RA and RV, with Advanced	CS-007		Per piece

	<p>features Like:</p> <ol style="list-style-type: none"> 1. Mode Based Reduction in RV Pacing Or Equivalent. 2. Rate Drop Response or Equivalent & AF Detection and Prevention Algorithm & with 7 Fr. Compatible Passive-fixation Tined Leads Or Screw-in Leads & Lead Introducers along with LBBAP Set. 			
8.	<p>FDA approved Single Chamber ICD (SC-ICD) with All basic Programmable Parameters, 1.5 T and 3T full body MRI compatible with all Lead combinations, with features like:</p> <ol style="list-style-type: none"> 1. Must have SVT Discrimination in VF Zone. 2. Must have ATP during and before Charging in VF Zone. 3. Must have Independently Programmable shock vector for each therapy. 4. Must have Morphological based SVT Discrimination. 5. Must have Remote Patient Management Capability. <p>All Lead combinations to be made available with option of Programming True-Bi-polar And Integrated Bi-Polar configuration.</p>	CS-008		Per piece
9.	<p>FDA approved Single Chamber ICD (SC-ICD) with Advanced Features and Extended Longevity) With all Basic Programmable Parameters, 1.5 T and 3T full body MRI compatible with all Lead combinations, with features like:</p> <ol style="list-style-type: none"> 1. Must have SVT Discrimination in VF Zone. 2. Must have ATP during and before Charging in VF Zone. 3. Must have Independently Programmable shock vector for each therapy. 4. Must have Morphological based SVT Discrimination. 5. Must have Atrial Arrhythmia Monitoring Capabilites. 6. Must have Proven Extended Longevity. 7. Must have Remote Patient Management Capability. <p>All Lead combinations to be made available with option of Programming True-Bi-polar And Integrated Bi-Polar configuration.</p>	CS-009		Per piece
10.	<p>FDA approved Dual Chamber ICD (DC-ICD) with all basic programmable parameters, 1.5T and 3T full body MRI compatible with all Lead combinations, with features like:</p> <ol style="list-style-type: none"> 1. Must have SVT discrimination in VF Zone. 2. Must have ATP During and Before Charging in VF Zone. 3. Must have Independently Programmable shock vector for Each Therapy. 4. Must have Morphological Based SVT Discrimination. 5. Must have Remote Patient Management Capability. <p>All Lead Combinations to be made available with option of Programming True Bi-polar and Integrated Bi-polar configuration.</p>	CS-010		Per piece
11.	<p>FDA approved Dual Chamber ICD (DC-ICD with Advance Features and Extended Longevity) with all Basic programmable parameters, 1.5T and 3T full body MRI compatible with all Lead combinations, with features like:</p> <ol style="list-style-type: none"> 1. Must have SVT discrimination in VF Zone. 2. Must have ATP During and Before Charging in VF Zone. 3. Must have Independently Programmable shock vector for Each Therapy. 4. Must have Morphological Based SVT Discrimination. 5. Must have Atrial pacing to overcome AT/AF Management. 6. Must have proven extended Longevity. 7. Must have Remote Patient Management Capability. <p>All Lead Combinations to be made available with option of Programming True Bi-polar and Integrated Bi-polar configuration.</p>	CS-011		Per piece
12.	FDA Approved CRT-P (Quadripolar)	CS-012		Per piece

	With all Basic Programmable Parameters, 1.5 T & 3T Full body MRI compatible with all Lead Combinations; Pacemaker fully automatic with capture Management & Sensitivity Management for RA, RV & LV Lead Amplitude, Pulse Width and VV Delay. Must Have pacing in the Atrial channel for AF management. All types of LV Leads and LV Lead compatible guidewires and other Accessories (One complete Set). Must have Remote Patient Management Capability.			
13.	FDA Approved Advanced CRT-P (Quadripolar) with Extra Longevity, With all Basic Programmable Parameters, 1.5 T & 3T Full body MRI compatible with all Lead Combinations; Pacemaker fully automatic with capture Management & Sensitivity Management for RA, RV & LV; Must have Autoadjusting AV & VV Delay Capabilities; Must Have Separate Programmable RA, RV & LV Lead Amplitude, Pulse Width and VV Delay. Must have pacing in the Atrial channel for AF management. All types of LV Leads and LV Lead Sheaths to be made available along with compatible guide wires and other Accessories (One complete Set). Must have Proven Extended Longevity. Must have Remote Patient Management Capability.	CS-013		Per piece
14.	FDA Approved CRT-P (Quadripolar) With all Basic Programmable Parameters, 1.5 T & 3T Full body MRI compatible with all Lead Combinations; Pacemaker fully automatic with capture Management & Sensitivity Management for RA, RV & LV; Must have separate Programmable RA, RV & LV Lead Amplitude, Pulse Width and VV Delay. Must Have ATP before & During Charging in VF Zone. Must have independently programmable shock vector for each therapy. Must have pacing in the Atrial channel for AF management. Must have Morphological Based SVT Discrimination with option of programming True bi-polar & integrated Bi-polar Configuration. All types of LV Leads and LV Lead sheaths to be made available along with compatible guide wires and other Accessories (One complete Set). Must have Remote Patient Management Capability.	CS-014		Per piece
15.	FDA Approved CRT-P (Quadripolar) with Extended Longevity With all Basic Programmable Parameters, 1.5 T & 3T Full body MRI compatible with all Lead Combinations with advanced features for optimizing AV & VV Delays Automatically, Multiple Point pacing; Must have minimum 14 programmable vectors. Pacemaker fully automatic with capture Management & Sensitivity Management for RA, RV & LV; Must have separate Programmable RA, RV & LV Lead Amplitude, Pulse Width and VV Delay. Must Have SVT Discrimination in VF Zone. Must have ATP before & During Charging in VF Zone. Must have independently programmable shock vector for each therapy. Must have pacing in the Atrial channel for AF management. Must have Morphological Based SVT Discrimination with option of programming True bi-polar & integrated Bi-polar Configuration. All types of LV Leads and LV Lead sheaths to be made available along with compatible guide wires and other Accessories (One complete Set). Must have Remote Patient Management Capability.	CS-015		Per piece
16.	FDA approved Full Body 1.5 T MRI Compatible Biventricular Pacemaker with Bipolar Endocardial/ Epicardial LV Lead	CS-016		Per piece
17.	FDA approved Special Leadless pacemaker for AV Synchronous Pacing along with Delivery System	CS-017		Per piece
18.	FDA approved Special Single Chamber Rate Responsive Pacemaker suitable for Neonates and Infants	CS-018		Per piece
19.	Special Full Body 3T MRI Compatible Single Chamber AICD with DF1 Lead Compatibility with Thin ICD Lead Compatible With 7 Fr. Insertion Sheath	CS-019		Per piece

20.	Special Full Body 3T MRI Compatible Single Chamber AICD with DF4 Lead Compatibility with Thin ICD Lead Compatible With 7 Fr. Insertion Sheath	CS-020		Per piece
21.	Special Full Body 3T MRI Compatible Dual Chamber AICD with DF1 Lead Compatibility with Thin ICD Lead Compatible With 7 Fr. Insertion Sheath	CS-021		Per piece
22.	Special Full Body 3T MRI Compatible Single Chamber AICD with DF4 Lead Compatibility with Thin ICD Lead Compatible With 7 Fr. Insertion Sheath	CS-022		Per piece
23.	Special Subcutaneous ICD With Subcutaneous Sternal Lead	CS-023		Per piece
24.	FDA approved Single Chamber Leadless Pacemaker along with delivery System	CS-024		Per piece
25.	FDA approved Remote Monitoring Module, with the help of which patient can transfer device data to server so that physician can analyse that device parameters on server with login facility.	CS-025		Per piece
26.	Event/External Loop Recorders. External Cardiac Event Recorder, Minimum Single Lead with Minimum of 7 Days Recording	CS-026		Per piece
27.	FDA approved 3 Tesla Whole Body MRI Conditional Epicardial Steroid Eluting Bipolar Pacing Lead	CS-027		Per piece
28.	FDA approved Long Endocardial Lead for Implantation Via Femoral Approach	CS-028		Per piece
29.	FDA approved 3 Tesla Whole Body MRI Condition Single Chamber Pacemaker VVIR/ AAIR Generator only with Warranty	CS-029		Per piece
30.	CE approved 3 Tesla Whole body MRI Conditional Single Chamber Pacemaker VVIR/AAIR Generator Only with Warranty	CS-030		Per piece
31.	FDA approved 3 Tesla Whole body MRI conditional Dual Chamber Pacemaker DDDR Generator only with Warranty	CS-031		Per piece
32.	CE approved 3 Tesla Whole Body MRI conditional Dual Chamber Pacemaker DDDR Generator only with warranty	CS-032		Per piece

Group -B NIT No. JKMSCL/CARDIAC/2025-26/ 656 DATED: 13-03-2025

S.NO	NAME OF THE ITEM WITH DESCRIPTION	Item code	SIZE	Rates to be quoted
1.	ECG electrodes of high quality material to minimize interference and signal distortion during prolonged cardiology procedurist (FDA/CE approved)	CS-033		Per piece
2.	Manifold With Two side ports for PTCA (FDA/CE approved)	CS-034	2-port	Per piece
3.	Manifold with three side ports for PTCA (FDA/CE approved)	CS-035	3-port	Per piece
4.	Teflon coated Guide wires (j-tip & Straight-tip) Standard length-145 or 150cm (FDA/CE approved)	CS-036	.025, .028, .032, .035, .038	Per piece
5.	Teflon coated Guidewires(j-tips & straight-tip) Exchange Length-260 Or 300cm (FDA/CE approved)	CS-037	.025, .028, .032, .035, .038	Per piece
6.	Trans Femoral Introducer Sheath with mini Guide wire and Puncture Needle (FDA/CE approved)	CS-038	Length: 11 and 23 mm French Sizes: 4,5,6,7,8,9,10,11 and 12 Fr	Per piece
7.	Long Introducer Sheath (20-50cm Long) (FDA/CE approved)	CS-039	Length: 23, 35 and 45 cm	Per piece

			French Sizes: 5,6,7 and 8Fr	
8.	Extra-Long Introducer Sheath (>50 cm) (FDA/CE approved)	CS-040	Length: 55 and 90 cm French Sizes: 5,6,7,8 and 9 Fr	Per piece
9.	Trans Radial Introducer Kit with mini Guide wire and Puncture needle (FDA/CE approved)	CS-041	Length: 11 and 23 mm French Sizes: 4,5,6, and 7 Fr	Per piece
10.	Trans Radial Coronary Diagnostic Catheter (FDA/CE approved)	CS-042	Length: 100 cm French Sizes: 4,5 and 6 Fr Shapes: All shapes	Per piece
11.	Syringe for pressure Injector-150ml with Pressure Tubing compatible with the available system in the Cath Lab (Medred-Mark-7) Arterion	CS-043	.....	Per piece
12.	High pressure connecting tubing up to 50 cms long for pressure syringe	CS-044		Per piece
13.	Act Cartridges compatible with the available machine in the cath lab (Sonoclot-sienco-Inc. & Medtronic)	CS-045		Per piece
14.	Diagnostic Coronary Angiography catheter(Judkins Type-Left and Right) (FDA/CE approved) All sizes	CS-046	Length: 100 cm French Sizes: 4 Fr,5Fr and 6 Fr	Per piece
15.	Diagnostic Coronary Angiography catheter(Amplatz Type-Left and Right) (FDA/CE approved) All sizes	CS-047	Length: 100 cm French Sizes: 4 Fr,5Fr and 6 Fr	Per piece
16.	Pigtail Catheters (FDA/CE approved)	CS-048	Length: 110 cm French Sizes: 4 Fr, 5 Fr and 6 Fr (Available with 5,6 and 8 side holes)	Per piece
17.	Short Pigtail for Pericardiocentesis	CS-049	French Sizes: 6,7 and 8 Fr	Per piece
18.	Diagnostic Multipurpose catheters (FDA/CE approved)	CS-050	Length in cm: 65, 80, 100, 125 available with two side holes French Sizes: 4 Fr, 5 Fr and 6 Fr	Per piece
19.	NIH Catheter (FDA/CE approved)	CS-051	Length in cm: 80/100 cm French Sizes: 4 Fr, 5 Fr and 6 Fr	Per piece
20.	IMA Catheter (FDA/CE approved)	CS-052	Length: 100 cm French Sizes: 4 Fr,5Fr and 6 Fr	Per piece
21.	PTCA Inflation Device-Analog Display (Balloon inflation Device Analog Display, 30 ATM pressure with tubing and 3 way stopcock) (FDA/CE approved)	CS-053	-	Per piece
22.	Y-Connector Set with Extension Tubing TUOHY Burst, PCI Needle and 3-way	CS-054	-	Per piece
23.	Special Y-Connector Set with both fixed and Haemostatic valve with upto 10 Fr Inner Diameter	CS-055	-	Per piece
24.	PCI Needle with/without Torquer Device	CS-056	.....	Per piece
25.	Disposable Plastic sterile LUER Lock syringer for Angiography and PTCA (Leur Lock)	CS-057	All sizes	Per piece

26.	Large Lumen PTCA guiding Catheters of 5 to 8 Fr Sizes-FDA Approved	CS-058	All shapes and sizes	Per piece
27.	Large Lumen PTCA guiding Catheters of 5 to 8 Fr Sizes-CE Approved	CS-059	All shapes and sizes	Per piece
28.	BRK Needle (FDA/CE approved) For PAEDIATRICS/ADULTS	CS-060	18G, 71 cm length	Per piece
29.	Patch Electrodes for defibrillation Compatible with the available Machines in the Cath Lab(NIHON-COHDEN & LIFEPACK-20	CS-061	.....	Per piece
30.	IABP Balloon catheter (FDA/CE Approved) Compatible With the Available Machine (MAQUET) in Cathlab	CS-062	30 cc – 40 cc	Per piece
31.	Embolic Protection (Distal Protection) Device (EPD) for PTCA (FDA Approved)	CS-063	All sizes	Per piece
32.	Embolic Protection (Distal Protection) Device (EPD) for PTCA (CE Approved)	CS-064	All sizes	Per piece
33.	Manual Thrombosuction Catheter for PTCA (FDA Approved)	CS-065	French Sizes: 6 Fr & 7 Fr	Per piece
34.	Manual Thrombosuction Catheter for PTCA (CE Approved)	CS-066	French Sizes: 6 Fr & 7 Fr	Per piece
35.	Radial Artery Compression Device	CS-067	All sizes and shapes	Per piece
36.	Cross over Arterial Sheaths(FDA Approved)	CS-068	Length: 40 cm French Sizes: 6 Fr, 7 Fr and 8Fr	Per piece
37.	Snare Loop (FDA Approved)	CS-069	3 Fr, 4 Fr (All sizes)	Per piece
38.	Snare Loop (CE Approved)	CS-070	3 Fr, 4 Fr (All sizes)	Per piece
39.	Micro Grabber (FDA Approved)	CS-071	3 Fr, 4 Fr (All sizes)	Per piece
40.	Micro Grabber(CE Approved)	CS-072	3 Fr, 4 Fr (All sizes)	Per piece
41.	Intra Vascular Retriever Snare of Various Sizes with Single foldable Loop	CS-073	All sizes	Per piece
42.	Intra Vascular Retriever Snare-Two Loops (Gooseneck Type)	CS-074	All sizes	Per piece
43.	Intra Vascular Retriever Snare-Three or More Loops (Gooseneck Type)	CS-075	All sizes	Per piece
44.	Pericardiocentesis kit (FDA/CE approved)	CS-076	All sizes	Per piece
45.	Pigtail Catheter With Multiple Markers (FDA Approved)	CS-077	Length: 110 cm French Sizes: 4 Fr, 5 Fr and 6 Fr (Available with 5,6 and 8 side holes)	Per piece
46.	Rotalink Plus System	CS-078	All sizes	Per piece
47.	Rotalink PRO System	CS-079	All sizes	Per piece
48.	Rotalink Guidewire	CS-080	.....	Per piece
49.	Intracoronary Pressure Wire (FFR) for PTCA-Compatible With ABBOTT Vascular	CS-081	.....	Per piece
50.	IVUS Catheter for coronary Interventions Compatible with ABBOTT Vascular	CS-082	.....	Per piece
51.	IVUS HD Compatible Catheter for coronary Interventions	CS-083	.....	Per piece
52.	Pharmacological Hemostasis Topical Dry Pad/Bandage Based Mechanism	CS-084	.....	Per piece
53.	Micropuncture Needle with stainless Steel Guidewire for Adults, Paediatric & Neonatal use	CS-085	All sizes and Length	Per piece
54.	Micropuncture Needle with Hydrophilic Guidewire for Adults, Paediatric & Neonatal vascular Access	CS-086	All sizes and Length	Per piece
55.	Introducer Sheath for use in Neonates	CS-087	All sizes and Length	Per piece

56.	Mullins Sheath with side Arm (4-14 Fr)	CS-088	All sizes	Per piece
57.	Percutaneous Transluminal Valvuloplasty Balloon (Compatible with 5 Fr-7 Fr, 0.018-0.035 inch wire) with appropriate wire (FDA approved)	CS-089	All sizes	Per piece
58.	Percutaneous Transluminal Valvuloplasty Balloon (Compatible with 5 Fr-7 Fr, 0.018-0.035 inch wire) with appropriate wire (CE approved)	CS-090	All sizes	Per piece
59.	Percutaneous Transluminal Valvuloplasty Balloon (Compatible with 3 Fr-4 Fr sheath), 0.014-0.018 inch wire) with appropriate wire (FDA approved)	CS-091	All sizes	Per piece
60.	Percutaneous Transluminal Valvuloplasty Balloon (Compatible with 3 Fr-4 Fr sheath), 0.014-0.018 inch wire) with appropriate wire (CE approved)	CS-092	All sizes	Per piece
61.	Percutaneous Transluminal Valvuloplasty Balloon (Compatible with 8 Fr or higher sheath, 0.025-0.038 inch wire) with appropriate wire (FDA approved)	CS-093	All sizes	Per piece
62.	Percutaneous Transluminal Valvuloplasty Balloon (Compatible with 3 Fr-4 Fr sheath), 0.014-0.018 inch wire) with appropriate wire (FDA approved)	CS-094	All sizes	Per piece
63.	Atrial Septostomy Balloon with compatible wire (FDA Approved)	CS-095	All sizes	Per piece
64.	PTMC Balloon (Inoue Type) with Accessories (FDA Approved)	CS-096	All sizes	Per piece
65.	PTMC Balloon (Inoue Type) with Accessories (CE Approved)	CS-097	All sizes	Per piece
66.	Vascular Plug (FDA Approved)	CS-098	All sizes	Per piece
67.	Left Atrial Appendage Closure Device (FDA Approved)	CS-099	All sizes	Per piece
68.	Left Atrial Appendage Closure Device (CE Approved)	CS-100	All sizes	Per piece
69.	Reusable Saturation Probe of all sizes (for adults/paediatrics/neonatal use)	CS-101	All sizes	Per piece
70.	Domes for Transducer for Invasive Pressure Monitoring-Smiths Medical (Logical)	CS-102	All sizes	Per piece
71.	Temporary Pacing Lead (5 Fr/6 Fr) for Femoral Insertion	CS-103	French Sizes: 5 Fr & 6 Fr	Per piece
72.	Balloon Floatation Pacing Lead	CS-104	French Sizes: 5 Fr & 6 Fr	Per piece
73.	Cable for testing Pacemaker Compatible with St. Jude, Medtronic, Biotronik & Boston PSA	CS-105	.....	Per piece
74.	Elastic Adhesive Roll More than 4 cms wide	CS-106		Per piece
75.	Transpore Adhesive Roll More than 6cms wide	CS-107		Per piece
76.	9 volts High Quality Battery for Temporary Pacemakers	CS-108		Per piece
77.	1.5V Battery For Holter	CS-109	Size: AA	Per piece
78.	Paper Adhesive Roll	CS-110	Width: 3 Inch Length: 6 m/9 m	Per piece
79.	Terumo Guidewire straight Tip & J-tip (Regular Length)	CS-111	Length= 150 cm Sizes: All sizes	Per piece
80.	Terumo Guidewire straight Tip & J-tip (Exchange Length)	CS-112	Length= 260 cm or more Sizes: All sizes	Per piece
81.	Amplatz Superstiff Guide Wire J-tip	CS-113	0.035 x 260 cm	Per piece
82.	Patches for 3 D Mapping	CS-114	.....	Per piece
83.	Ablation catheter (5 Fr-8 Fr) with 4 to 8mm Rotational tip	CS-115	All sizes	Per piece
84.	Diagnostic EP Catheter Quadripolar (4 Fr to 6 Fr)	CS-116	All sizes	Per piece
85.	Diagnostic EP Catheter Decapolar (4 Fr to 6 Fr Rotational)	CS-117	All sizes	Per piece
86.	Diagnostic EP Catheter Decapolar (6 Fr Rotational with central lumen)	CS-118	All sizes	Per piece
87.	Diagnostic EP Catheter Decapolar (4 Fr to 6 Fr juglar insertion)	CS-119	All sizes	Per piece

88.	Special His Bundle Catheters	CS-120	All sizes	Per piece
89.	Special Sheath for Multiple Catheter Insertion (Femoral Vein)	CS-121	All sizes	Per piece
90.	Special Sheath for Trans Septal Puncture SL Type of Different Shapes (0-3)	CS-122	All sizes	Per piece
91.	Special Long Sheath for Catheter Stabilization of Right Side ST Type Different Shapes (0-3)	CS-123	All sizes	Per piece
92.	Pacemaker leads (RA & RV Leads) (Active/Passive-Fixation)-3T MRI Compatible	CS-124	.....	Per piece
93.	Introducer SET (Puncture Set) For PPM/DEFIB Lead Insertion	CS-125	Sizes: 7 Fr – 9 Fr	Per piece
94.	Sterile Antimicrobial Envelope For Permanent Pacemaker (FDA Approved) A Fully absorbable sterile Pouch Designed to Hold a Cardiac Implantable electronic Device (CIED) Securely in place to create a stable and infection controlled Environment when implanted in the body.	CS-126	.....	Per piece
95.	PTCA Guide Wire- Regular Shaft Support and Floppy tip (FDA/CE Approved)	CS-127	Size: 0.014 inch Length: 180-190cm/300cm	Per piece
96.	Special Polymer coated tapering PTCA Guidewire with Distal Spring coil (FDA/CE Approved)	CS-128	Size: 0.014 inch Length: 180-190cm/300cm	Per piece
97.	PTCA Guidewire (Tapering/Non Tapering) Dedicated For chronic Total occlusion (FDA/CE Approved)	CS-129	Size: 0.014 inch Length: 180-190cm/300cm	Per piece
98.	Special Tapering (Distal Tip 0.010 inch) PTCA Guide wires Dedicated For Chronic Total Occlusion (FDA/CE Approved)	CS-130	Size: 0.014 inch Length: 180-190cm/300cm	Per piece
99.	PTCA Guidewires Dedicated for CTO having TIP load of 1 to 2 gms.	CS-131	Size: 0.014 inch Length: 180-190cm/300cm	Per piece
100.	PTCA Guide wires Dedicated for CTO Having Tip Load of 2 to 3 gms	CS-132	Size: 0.014 inch Length: 180-190cm/300cm	Per piece
101.	PTCA Guide wire Extention	CS-133	Size: 0.014 inch Length: 145cm Or 150 cm	Per piece
102.	PTCA Guide Wire Extention CE approved	CS-134	Size: 0.014 inch Length: 145cm Or 150 cm	Per piece
103.	PTCA Guidewire Dedicated For CTO having TIP Load of 3 to 6 gms	CS-135	Size: 0.014 inch Length: 180cm Or 190 cm/300cm	Per piece
104.	PTCA Guidewire Dedicated For CTO having TIP Load of 6 to 9 gms	CS-136	Size: 0.014 inch Length: 180cm Or 190 cm/300cm	Per piece
105.	PTCA Guidewire Dedicated For CTO having TIP Load More than 9 gms	CS-137	Size: 0.014 inch Length: 180cm Or 190 cm/300cm	Per piece
106.	PTCA Guidewire with Floppy tip and Extra Support Shaft Strength having Lateral support of 20-25 at 155mm	CS-138	Size: 0.014 inch Length: 180cm Or 190 cm/300cm	Per piece
107.	PTCA Guide wire for CTO Dedicated For Retrograde approach	CS-139	Size: 0.014 inch Length: 180cm Or 190 cm/300cm	Per piece

108.	Drug Coated Balloons for Coronary Intervention	CS-140	All sizes	Per piece
109.	FDA approved PTCA Balloon (semi compliant)	CS-141	All sizes	Per piece
110.	CE approved PTCA Balloon (semi compliant)	CS-142	All sizes	Per piece
111.	FDA approved PTCA Balloon (Non compliant)	CS-143	All sizes	Per piece
112.	CE approved PTCA Balloon(Non compliant)	CS-144	All sizes	Per piece
113.	FDA approved PTCA Balloon less than 1 mm diameter	CS-145	All sizes	Per piece
114.	FDA approved PTCA Balloon with pressure compliance to more than 30 bars	CS-146	All sizes	Per piece
115.	PTCA Balloon with High Crossing profile FDA approved	CS-147	Diameter- 1 to 1.5 mm & All lengths	Per piece
116.	Over the Wire (OTW) Co-Axial PTCA Balloon (FDA Approved) Semi-Compliant	CS-148	All sizes	Per piece
117.	Scoring Balloon For PTCA (FDA Approved)	CS-149	All sizes	Per piece
118.	Scoring Balloon For PTCA (CE Approved)	CS-150	All sizes	Per piece
119.	Cutting Balloon For PTCA (FDA Approved)	CS-151	All sizes	Per piece
120.	Cutting Balloon For PTCA (CE Approved)	CS-152	All sizes	Per piece
121.	PTCA Balloon Catheter For Calcified & Fibrotic Lesions Ultraresistant to High pressure with Non-slippery surface	CS-153	All sizes	Per piece
122.	Premounted Balloon Expandable covered coronary stent compatible with 5 Fr. & Higher Fr. (FDA Approved)	CS-154	All sizes	Per piece
123.	Premounted Balloon Expandable covered coronary stent compatible with 5 Fr. & Higher Fr. (CE Approved)	CS-155	All sizes	Per piece
124.	Premounted Balloon Expandable covered Peripheral stent(FDA Approved)	CS-156	All sizes	Per piece
125.	Premounted Balloon Expandable covered Peripheral stent(CE Approved)	CS-157	All sizes	Per piece
126.	Cobalt Chromium Des (FDA Approved)	CS-158	All sizes	Per piece
127.	Cobalt Chromium Des (CE Approved)	CS-159	All sizes	Per piece
128.	New Generation Cobalt Chromium Des (FDA Approved)	CS-160	All sizes	Per piece
129.	New Generation Cobalt Chromium Des (CE Approved)	CS-161	All sizes	Per piece
130.	Everolimus Des (FDA Approved)	CS-162	All sizes	Per piece
131.	Everolimus Des (CE Approved)	CS-163	All sizes	Per piece
132.	New Generation Everolimus Des (FDA Approved)	CS-164	All sizes	Per piece
133.	New Generation Everolimus Des (CE Approved)	CS-165	All sizes	Per piece
134.	Cobalt Chromium Sirolimus Des with Biodegradable Polymer (FDA Approved)	CS-166	All sizes	Per piece
135.	Cobalt Chromium Sirolimus Des with Biodegradable Polymer (CE Approved)	CS-167	All sizes	Per piece
136.	New Generation Cobalt Chromium Sirolimus Des with Biodegradable Polymer (FDA Approved)	CS-168	All sizes	Per piece
137.	New Generation Cobalt Chromium Sirolimus Des with Biodegradable Polymer (CE Approved)	CS-169	All sizes	Per piece
138.	Platinum Chromium Des (FDA Approved)	CS-170	All sizes	Per piece
139.	Platinum Chromium Des (CE Approved)	CS-171	All sizes	Per piece
140.	New Generation Platinum Chromium Des (FDA Approved)	CS-172	All sizes	Per piece
141.	New Generation Platinum Chromium Des (CE Approved)	CS-173	All sizes	Per piece
142.	Zotarolimus Des (FDA Approved)	CS-174	All sizes	Per piece
143.	Zotarolimus Des (CE Approved)	CS-175	All sizes	Per piece
144.	Newer Generation Zotarolimus Des (FDA Approved)	CS-176	All sizes	Per piece
145.	Newer Generation Zotarolimus Des (CE Approved)	CS-177	All sizes	Per piece
146.	Newer Generation Des with enhanced Radial Strength (FDA Approved)	CS-178	All sizes	Per piece
147.	Newer Generation Des with enhanced Radial Strength (CE Approved)	CS-179	All sizes	Per piece
148.	Newer Generation Des with enhanced Flexibility &	CS-180	All sizes	Per piece

	Tracability (FDA Approved)			
149.	Newer Generation Des with enhanced Flexibility & Tracability (CE Approved)	CS-181	All sizes	Per piece
150.	Newer Generation Biolimus Drug Coated Stents (DCS) FDA Approved	CS-182	All sizes	Per piece
151.	Newer Generation Biolimus Drug Coated Stents (DCS) CE Approved	CS-183	All sizes	Per piece
152.	Newer Generation Biolimus Des with Biodegradable Polymer (FDA Approved)	CS-184	All sizes	Per piece
153.	Newer Generation Biolimus Des with Biodegradable Polymer (CE Approved)	CS-185	All sizes	Per piece
154.	Newer Polymer Free Stents (Drug Coated Stents) FDA Approved	CS-186	All sizes	Per piece
155.	Newer Polymer Free Stents (Drug Coated Stents) CE Approved	CS-187	All sizes	Per piece
156.	Bioabsorbable Stents	CS-188	All sizes	Per piece
157.	Vascular Plugs (FDA Approved)	CS-189	All sizes	Per piece
158.	FDA Approved ASD Closure Device with Delivery System	CS-190	All sizes	Per piece
159.	CE Approved ASD Closure Device with Delivery System	CS-191	All sizes	Per piece
160.	FDA Approved PDA Closure Device with Delivery System	CS-192	All sizes	Per piece
161.	CE Approved PDA Closure Device with Delivery System	CS-193	All sizes	Per piece
162.	FDA Approved PFO Closure Device with Delivery System	CS-194	All sizes	Per piece
163.	CE Approved PFO Closure Device with Delivery System	CS-195	All sizes	Per piece
164.	FDA Approved VSD Closure Device with Delivery System	CS-196	All sizes	Per piece
165.	CE Approved VSD Closure Device with Delivery System	CS-197	All sizes	Per piece
166.	Balloon Expandable Vascular Stents Premounted on Balloon-in-Balloon Catheter (FDA Approved)	CS-198	All sizes	Per piece
167.	His Bundle/LBBB Pacing sheath with Lead	CS-199	.....	Per piece
168.	New Zotarolimus Eluting Des (Non Stainless Steel) (FDA/CE Approved)	CS-200	All sizes	Per piece
169.	Guide Extension Catheter for Enhancing Guide Support in complex coronary Interventions (FDA/CE Approved)	CS-201	All sizes	Per piece
170.	Double Lumen Microcatheter For Coronary Intervention (FDA/CE Approved)	CS-202	All sizes	Per piece
171.	Suture Mediated Closure System (FDA/CE Approved)	CS-203	All sizes	Per piece
172.	Rotational Dilatation Sheath with flexible Shaft and Shielded Blades with Bidirectional Mechanism for Lead Extraction	CS-204	All sizes	Per piece
173.	Mechanical Dilatation Sheath for PPM Lead Extraction	CS-205	All sizes	Per piece
174.	OCT Catheter (FDA/CE Approved) Compatible with the Available Machine in Cath Lab	CS-206	All sizes	Per piece
175.	Special Mechanical Dilatation sheath for Lead Extraction with increased Fluoroscopic Visibility along with Ability for Visual Identification of Bevel Tip Orientation	CS-207		Per piece
176.	Tip Locking Stylet for Lead Extraction	CS-208		Per piece
177.	Lead Locking Device for Lead Extraction with Locking Mechanism along Entire Lead lumen	CS-209		Per piece
178.	Lead Extender for Increasing Available Length of Lead allowing application Traction while Lead Extraction	CS-210		Per piece
179.	Special Basket-Like Snare for Lead Extraction From Femoral Vein Along with the Introducer Set	CS-211		Per piece
180.	Occlusion Balloon For SVC Occlusion in case of a Tear during Led Extraction	CS-212		Per piece
181.	Compression Coil For Improving Proximal Lead Control	CS-213		Per piece
182.	Special Peel away long Sheath for Pacing Lead Placement in Cases with Difficult Venous Access	CS-214		Per piece
183.	Special Peel away long Sheath for Difficult coronary Sinus Cannulation along with Vein Sub Selectors	CS-215		Per piece
184.	Special Suitable Long Sheath for Difficult coronary Sinus	CS-216		Per piece

	cannulation along with Vein Sub Selectors			
185.	Lead Clippers for cutting the lead during Lead Extraction	CS-217		Per piece
186.	Coronary Intravascular Lithotripsy Catheter (Shockwave Catheter) (FDA/CE Approved)	CS-218	All sizes	Per piece
187.	Coronary MicroCatheter 0.014" to 0.018" Compatible (FDA Approved)	CS-219	All sizes	Per piece
188.	Coronary MicroCatheter 0.014" to 0.018" Compatible (CE Approved)	CS-220	All sizes	Per piece
189.	Aortic Stent with Delivery Sheath FDA Approved	CS-221	All sizes	Per piece
190.	Aortic Stent with Delivery Sheath CE Approved	CS-222	All sizes	Per piece
191.	Peripheral Vascular Balloons	CS-223	Diameter 6 to 10 mm Length- 3.5cm	Per piece
192.	Vascular Retrieval Forceps	CS-224	3 Fr. & 4 Fr.	Per piece
193.	Embolisation Coils (0.018" & 0.035")	CS-225	All sizes	Per piece
194.	Glide Sheath for Radial Access with Hydrophilic coated Introducer Sheath	CS-226	6 Fr. To 7 Fr.	Per piece
195.	Sterile Echo Sleeve	CS-227	.....	Per piece
196.	Peripheral Balloon Mounted Expendable stent (Covered & Non-Covered) with Nominal Diameter of 8 mm Expendable to 17 mm –FDA Approved	CS-228	All sizes	Per piece
197.	Peripheral Balloon Mounted Expendable stent (Covered & Non-Covered) with Nominal Diameter of 8 mm Expendable to 17 mm –CE Approved	CS-229	All sizes	Per piece
198.	IVC Filter	CS-230	.....	Per piece
199.	Non-Woven Adhesive Dressing with PAD (20 Inch)	CS-231	All sizes	Per piece
200.	Sterile Chlorhexidine Gauze Dressing	CS-232	All sizes	Per piece
201.	Connecting Cable for Temporary pacemaker compatible with Medtronic Generator Model no. 5348	CS-233		Per piece
202.	Pressure Monitoring Line (Male to Female Type)	CS-234	Length: 150 cm & 200 cm	Per piece
203.	Cable For Testing Pacemaker Parameters (Push Pin Type) Compatible with St. Jude, Medtronic, Biotronik & Boston PSA	CS-235	.....	Per piece
204.	Cable For Testing Pacemaker Parameters (Crocodile Type) Compatible with St. Jude, Medtronic, Biotronik & Boston PSA	CS-236	.....	Per piece
205.	Ablation Catheter (5 Fr-8 Fr) with 4 to 8 mm Bidirectional Rotational Tip	CS-237	.....	Per piece
206.	Diagnostic EP Catheter Quadripolar with Rotational TIP (4 Fr. To 6 Fr.)	CS-238	.....	Per piece
207.	Multipolar Catheters for Flutters Ablation	CS-239	.....	Per piece
208.	Diagnostic EP catheter Decapolar (4 Fr to 6 Fr) Rotational tip with central lumen	CS-240	.....	Per piece
209.	Special Multipolar Catheters for AF Ablation	CS-241	.....	Per piece
210.	Special Multipolar Catheters for VT Ablation	CS-242	.....	Per piece
211.	Special Multipolar Diagnostic Catheter for Difficult SVT Ablation	CS-243	.....	Per piece
212.	Special Multipolar Diagnostic Catheter with closely spaced Electrodes	CS-244	.....	Per piece
213.	Tuohy Epidural Needle 17- Gauge Curved Tip needle 3.5 Inch (90 mm BD Medical) For Pericardial Access	CS-245	.....	Per piece
214.	Tuohy Epidural Needle 17- Gauge Curved Tip needle 6 Inch (152 mm Hakko) For Pericardial Access	CS-246	.....	Per piece
215.	ICE Catheter Compatible with St. Jude Console/Philips ECHO Machine	CS-247	.....	Per piece
216.	Special Needle for Septal Puncture	CS-248	.....	Per piece
217.	Special ETO Sterile Transparent Polyethylene Cover For Cath Lab C-Arm	CS-249	.....	Per piece

Note:

1. Items which come in different type, sizes & shapes, which have not been mentioned, the quoted rate shall be considered for all such type, Size and shapes wherever applicable.
2. One model should be quoted only once.
3. An authorized person from the successful bidder should be present during implantation, inpatient, follow up and emergency trouble shooting of the device in the end user departments.
4. Successful Bidder shall have to conduct three (03) monthly workshops for device trouble shooting, sharing new updates and refreshing knowledge about devices therapy.
5. Successful tenderers should keep minimum two latest PSA's devices and two magnet devices available all the time in the department for device management.
6. The Successful bidders shall have an adequate stock for emergency replacement and at least five (05) pacemakers should be kept in stock for emergency replacements and nonavailability of the emergency devices shall attract penalty as deem fir by the Constituted committee besides blacklisting the defaulter firm.
7. The successful bidders shall have to provide warranty cards to the patients within 24 hours after the device is implanted.

Annexure C-1

(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 demanded strength/pack size of the demanded item/s is/are not as per Product Permission accorded by the Licensing authority.
2. 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.
3. Every Bid must be accompanied with the Annexure C-1 (List of items quoted by the Bidder) as per below proforma.

S. No	Name of Item Quoted	Item Code	Manufacturer	Manufacturing License along with subsequent Renewals	Product Permission	Market Standing	Batch size
				Annexed at			
				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.

Signature of the Bidder

Please Note that it is essential for the bidders to submit the information as per performa.

Declarations and Undertaking

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

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

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

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 State 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.....
- (Please attached relevant order with regard to 3 (b) supra)
- 4 We hereby confirm that we have deposited all the GST 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 supply orders, if placed on us.
- (b) We hereby undertake that all the terms & conditions of the NIT are unconditionally accepted by us.

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

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

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

S.No.	Financial Years	Turnover in Lakhs (Rs)
1.	2021-22	-
2.	2022-23	-
3.	2023-24	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Date

Signature of the bidder

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

(On firm's letter head)
Statement of Plant & Machinery
(It should be submitted with cover-A)

- (i) List of Plant & Machinery available for production of item.
- (ii) List of items manufactured by the bidder.
- (iii) Area of unit with working space & authority letter of allotment.
- (iv) Stock position of raw material.
- (v) Registration certificate for manufacturing unit/MSME unit from concerned department.
- (vi) Manpower status/ details (Multinational companies need to specify the number of manufacturing units globally).
- (vii) List of item for quality control measures including details of Quality control laboratory, if any.
- (viii) **Details of batch size of the quoted items.**
- (ix) Certificate from Govt. Agency/ Chartered engineer for production capacity assessment.
- (x) Any other information.

(Name)
Signature of
Bidder with Seal

(On firm's letter head)

Particulars of the Bidder and Manufacturer/s

S. No.		
1	Name of the Bidder	
2	Name of the Manufacturer/s	
3	Name and address of Importer (if applicable)	
4	Address for correspondence	
5	Contact Person of Bidder	
6	Contact Details (Phone number, e-mail etc.)	
7	Designation of the contract person in the firm	
8	Specimen Signatures of the Contact Person	
9	Person authorised for execution of agreement and his/her specimen signatures	

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

(On firm's letter head)
Format of Affidavit for EM-II

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

- (a) My/Our above noted enterprise M/shas been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Center..... The acknowledgement No. is datedand has been issued for Manufacture of following items.
 - (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
- (b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- (c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place.....

Signature of Proprietor/Director
Authorized Signatory with Rubber
Stamp and date

ANNEXURE-K
(Original manufacturer/Direct Importer)
AFFIDAVIT

(on Non Judicial Stamp of Rs.100/-)

DECLARATION FORM

1. I/We..... (Original manufacturer / Direct Importer) having our office at..... (Address of Original manufacturer/Direct Importer) 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 Drugs/ IV Fluids 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.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
3. That neither our Firm nor our directors and officers or any product manufactured/imported by us 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 drugs/medicines /demanded items in India.
4. 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 State 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;
5. 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 state 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.
6. 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.
7. 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.
8. ***I / We do hereby declare that I / We shall supply the items as per the designs given in Clause 27 of the Tender Document and as per the instructions given in this regard.***
9. 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.
10. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of two years from the date of issuance of first purchase order and I/We shall abide by the same fully.
11. 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.
12. 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
13. 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.

14. 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.
15. 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.
16. I/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
17. I/we declare that I/we have not been found guilty of supplying any spurious drugs in the last three (03) years

(Deponent)
Signature

Date:
Office Seal:

Name of the Firm:

Verification

I.....S/o.....(Designation)..... Prop/ Partner/ Director of Firm M/s Address Affirm on oath that the contents/information from para 1 to 16 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/ manufacturing firm may be Debarred/Banned/ prosecuted for the same

(Name of Deponent &Signature)

ATTESTED BY NOTARY PUBLIC

ANNEXURE-L-1
(Authorized Agent)

AFFIDAVIT

(on Non Judicial Stamp of Rs.100/-)

DECLARATION FORM

1. I/We..... **(Authorized Agent)** having our office at..... **(Address of Authorized Representative)** 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 Drugs/ IV fluids, 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 **Authorized Agent of M/s** _____.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
3. 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 drugs/medicines/demanded items in India.
4. I/ we hereby declare that:
 - e)I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - f) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
 - g)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;
 - h) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
5. 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 state 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.
6. 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.
7. 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.
8. I / We do hereby declare that I / We shall supply the items as per the designs given in **Clause 27 of** the Tender Document and as per the instructions given in this regard.
9. 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.
10. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of two years from the date of issuance of first purchase order and I/We shall abide by the same fully.
11. I/We declare that we possess all the legal license(s)/permits for supply of the product(s) quoted; that we possess all the necessary facilities for the supply, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life . 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/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
13. 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.

(Deponent)

Signature

Date:

Office Seal:

Name of the Firm:

Verification

I.....S/o.....(Designation)..... Prop/ Partner/ Director of Firm M/s Address Affirm on oath that the contents/information from para 1 to 12 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

Note: The authorized representative shall have to submit the declaration from original manufacturer also

ANNEXURE – M
(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 manufacturers(Name of item).....having factory at(Address of Factory and Office)..... hereby authorize Mr..... (Name & Designation of Bidder).....to submit a bid, process the same further, to raise invoice, enter into a tripartite contract with you against your requirement and to receive payments, on 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.

I/we further confirm that without the prior consent of JKMSCL, Authorized representative i.e M/S----- shall not be changed.

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
**(we have read all the terms & conditions
and agreed to abide by the same)**

Mr.....

(Signature, Name & address).....

ANNEXURE - M-1

(On the letterhead of manufacturer and notarized)

Authorization of Manufacturer to agent for execution of supplies

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 for M/s (Name of firm)
..... who are proven and reputable manufacturers
Name of item/s)having manufacturing unit at
..... (Address of Manufacturing Unit and Office) hereby
nominate Mr/Ms..... (Name &
Designation) to execute supplies, 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 goods manufactured and quoted by us.

I/we further confirm that no individual/Firm, has been authorised by us to submit a Bid,
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 above named authorized agent against this bid document.

In case of default of above mentioned agent (supplying firm) (or) otherwise, I/we also
hereby confirm that we shall remain responsible for the satisfactory execution of contract placed
on us through supplying firm (agent) along with penalty, if any, for non-execution of contract by
our nominated Agent.

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

I/we further confirm that without the prior consent of JKMSCL, nominated Agent i.e
M/S..... shall not be changed.

Following Documents of our nominated Agent in the Bid are attached:

- 1. **Aadhar Card**
- 2. **PAN Card**
- 3. **GST Registration/ Latest GST Returns**
- 4. **Valid Drug sale License along with** (Name & signature of chairman).....
subsequent renewals. For M/s
- 5. **Valid Latest Non Conviction Certificate** AUTHORIZED SIGNATORY OF FIRM
issued by the Licensing authority
- 6. **Letter of acceptance of Terms and**
conditions of e-NIT.
- 7. **Name, photograph & specimen**
signature.
- 8. **Declaration form on Non Judicial** Accepted by the authorized Agent
Stamp Paper of Rs 100 (Annexure-L-1) **(we have read all the terms & conditions**
and agreed to abide by the same)

Mr.....

(Signature, Name & address).....

Instructions for parties:

1. Affidavit should be purchased within 3 months of its executions.
2. Date of execution and Notarization must be same.
3. All the pages of agreement must be signed by the parties.
4. Every effort should be made to avoid any cutting/overwriting.
5. First Part mentioned in Affidavit must be JKMSCL; 2nd Party must be manufacturer/bidder/supplier and in case of Tripartite agreement, 3rd Party must be the supplier firm.

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

This deed of agreement is made on this day of **20** between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu/ Opposite J&K Motor Garage Deptt. near Hajj 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 **"DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab"** with specifications mentioned in the schedule **as approved in their favour against e-NIT No. _____ dated _____** attached here to at the prices noted therein 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 contract value (Purchase Orders) (rounded to the nearest round number) as per terms & conditions of the NIT, in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of failure of Second to perform it.

For execution of the agreement the Second (Bidder/supplier) and the First Party (Purchaser) do hereby mutually covenant, declare, and agree in the following manner, that is to say,

1. The term "Agreement", wherever used in this connection shall mean and include the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for **"DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab"** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twenty four (24) months period, extendable for another three (03) months with mutual consent) particulars herein uploaded through NIT, corrigendum/addendums if any.
 - 2.1. The agreement is for the supply, by the Second Party (Suppliers) to the First Party (Purchaser), of the **"DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab"** 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 from the date of issuance of Rate Contract which can be further extended for another three (03) months with mutual consent of First Party and Second Party.
 - 2.3. The bid quantity noted against each item, if any, in the NIT 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 **“DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab”** on the basis of Purchase order placed in their favour 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 NIT which may increase or decrease or First Party may not issue any order for certain item/ items mentioned in the NIT.
- 2.5. The release of payment and deductions/penalties shall be as per terms and conditions of the NIT/supply orders/SPP and amendments made thereof from time to time.
- 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 SPP with regard to penalty clause shall remain unchanged
- 2.7. Penalty shall not be imposed if a claim with regard to any supply 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 to other department(s)/agency (ies)/ NGO etc. In case Second Party supplies any of the item(s) at the rate contract 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) , in case of failure /reluctance to deposit 7.5% value mentioned above, First Party shall be at liberty to Debarring/ Blacklisting the 2nd Party 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, bid security and any other dues of 2nd party lying with 1st Party besides cancellation of the contract.
- 4.2. In case the Second Party neglects or refuse to observe, perform, 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 as 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 the requests, grievances etc. whether so described, in the NIT, LOI, Rate Contract Agreement or not, unless in writing shall not be entertained.
6. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Custom" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority. Any such effort by the supplier to influence the Tender Inviting Authority or its officers may result in rejection of the bidder's bid.
7. In case the Second Party (Suppliers) at any time during the continuance of the contract becomes bankrupt or 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 appellat authority and decision of said authority shall be final.
11. All terms and conditions of the NIT, LOI, Rate Contract and SPP shall be the part of this agreement.

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

(Signature, Name & full Address with stamp)

Jammu & Kashmir Medical Supplies
Corporation Ltd (First Party)

Represented by
General Manager (P&S)JKMSCL
(Signature, Name & full Address with
stamp)

Instructions for parties:

1. Affidavit should be purchased within 3 months of its executions.
2. Date of execution and Notarization must be same.
3. All the pages of agreement must be signed by the parties.
4. Every effort should be made to avoid any cutting/overwriting.
5. First Part mentioned in Affidavit must be JKMSCL; 2nd Party must be manufacturer/bidder/supplier and in case of Tripartite agreement, 3rd Party must be the supplier firm.

Annexure O
[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
20_____ between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at **Plot No. 58, Friends Colony Satyam Road Trikuta Nagar 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/ Authorized Agent/ Suppliers/ Dealers) (**Second Party/Third Party** (Authorized Representatives) have agreed to supply to First Party (Purchaser), the "**DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab**" with specifications mentioned in the schedule, **as approved in their favour against e-NIT No. _____ dated _____** attached here to at the prices noted therein 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 contract value (Purchase Orders) (rounded to the nearest round number) as per terms & conditions of the NIT, in the form bank of guarantee for the due and faithful performance of this agreement, to be forfeited in the event of failure of Second Party to perform it.

For execution of the agreement the Second Party/Third Party (Supplier) and the First Party (Purchaser) do hereby mutually covenant, declare, and agree in the following manner, that is to say,

1. The term "Agreement", wherever used in this connection shall mean and include the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for "**DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab**" for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twenty four (24) months period, extendable for another three (03) months with mutual consent) particulars herein uploaded through corrigendum/addendums if any.

- 2.1. The agreement is for the supply, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the **“DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab”** 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 from the date of issuance of Rate Contract which can be further extended for another three (03) months with mutual consent of First Party and Second /Third Party.
- 2.3. The bid quantity noted against each item, if any, in the NIT 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 /Third Party (Supplier) shall make supplies of the **“DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab”** on the basis of Purchase order placed in their favour 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.
- 2.3. The bid quantity noted against each item, if any, in the NIT 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 **“DIAGNOSTIC & Therapeutic Items for Cardiac Cath Lab”** on the basis of Purchase order placed in their favour 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 /Third Party shall have no right/query regarding placing of orders against the tentative requirement mentioned in the NIT which may increase or decrease or First Party may not issue any order for certain item/ items mentioned in the NIT.
- 2.5. The release of payment and deductions/penalties shall be as per terms and conditions of the NIT/supply orders/SPP and amendments made thereof from time to time.
- 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 SPP with regard to penalty clause shall remain unchanged

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 _____, to negotiate with First Party (if required by 1st 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.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second /Third Party shall in no case, use the rate contract of JKMSCL for making supplies to other department(s)/agency(ies)/ NGO etc. In case Second /Third Party supplies any of the item(s) at the rate contract 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 in case of failure /reluctance to deposit 7.5% value mentioned above, First Party shall be at liberty to Debar/ Blacklist the 2nd Party for a period upto 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 /third party) as performance security, bid security and any other dues of 2nd party lying with 1st Party besides cancellation of 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 /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 Party /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 /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 clauses of this agreement shall apply or any other action as 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 the requests, grievances etc. whether so described, in the NIT, LOI, Rate Contract Agreement or not, unless in writing shall not be entertained..
7. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Custom" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority. Any such effort by the supplier to influence the Tender Inviting Authority or its officers may result in rejection of the bidder's bid.
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 Second/ 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, LOI, Rate Contract and SPP shall be the part of this agreement.

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

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

Witness (Signature, Name & Address
1.

Witness (Signature, Name & Address
1.

2.

2.

Jammu & Kashmir Medical Supplies Corporation Ltd (First Party)
Represented by
General Manager (P&S)JKMSCL
(Signature, Name & full Address with stamp)

Witness (Signature, Name & Address
1.

2.

(On Firm's letter head)
Memorandum of Appeal

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

Before the..... (appellate authority)

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

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

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

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

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

6. Ground of appeal:

.....

.....

..... (supported by an affidavit)

7. Prayer:.....

.....

.....

Place
Dated

Appellant's signature



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

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

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

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

email: mdjkmscl2@gmail.com; ismjkmscl2018@gmail.com website: www.jkmsclbusiness.com

ANNEXURE-Q

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.				Do not quote rates here.							
3.											
4.											

Signature
Date

Name in Capitals
Company / Firm Seal

Note: -

1. The final rate quote should be inclusive of all taxes.
2. Rate should be quoted for only single unit
3. No quantity or cash discounts should be offered.
4. Read all the terms & conditions before filling the Annexure-J.
5. Please quote rates in absolute amount only.
6. **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.**

Letter of acceptance of Terms and conditions of e-NIT
(On the letterhead of manufacturer and notarized)

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

Dear Sir,

Sub: Regarding acceptance of Terms & conditions of NIT

I/we for M/s.....(*Name of firm*)
..... hereby undertake that we have read and unconditionally accept all the terms & conditions mentioned in the bid alongwith the references mentioned herein.

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 us through our nominated agent _____ against this bid document.

Yours faithfully,

(Name & signature of chairman).....
For M/s
AUTHORISED SIGNATORY OF FIRM (Manufacturer)

Letter of acceptance of Terms and conditions of e-NIT
(On the letterhead of Bidder /Agent)

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

Dear Sir,

Sub: Regarding acceptance of Terms & conditions of NIT

I/we for M/s.....*(Name of firm)*
..... hereby undertake that we have read and unconditionally accept all the terms & conditions mentioned in the bid alongwith the references mentioned herein.

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

Yours faithfully,

(Name & signature of chairman).....
For M/s
AUTHORISED SIGNATORY OF FIRM

Detail of Annexure

Annexure C	(List of Items quoted by the Bidder) To be submitted on the Letter Head of the Bidder
ANNEXURE –D	<u>Declarations and Undertaking</u> (On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public.
ANNEXURE-E	<u>ANNUAL TURN OVER STATEMENT</u> (On firm's letter head)
ANNEXURE-F	<u>STATEMENT OF PAST SUPPLIES</u> (On firm's letter head)
ANNEXURE –G	Statement of Plant & Machinery_(On firm's letter head)
ANNEXURE –H	Particulars of the Bidder and Manufacturer/ s (On firm's letter head)
ANNEXURE –I	Format of Affidavit for EM-II__(On firm's letter head)
ANNEXURE-J	Regarding submission of Consolidated Contract Completion Report (On firm's letter head)
ANNEXURE-K	DECLARATION FORM (Original manufacturer/Direct Importer) AFFIDAVIT
ANNEXURE-L-1	DECLARATION FORM (Authorized Agent) on Non Judicial Stamp of Rs.100/-
ANNEXURE–M	<i>On the letterhead of manufacturer and notarized</i> Authorization of Bidder by the Firm
ANNEXURE–M-1	<i>(On the letterhead of manufacturer and notarized)</i> Authorization of Manufacturer to agent for execution of supplies
ANNEXURE-N	[on Rs. 100/- Non-Judicial Stamp Paper- “Affidavit”] AGREEMENT (For Manufacturers/ Direct Importers only)
Annexure O	[on Rs. 100/- Non-Judicial Stamp Paper- “Affidavit”] AGREEMENT (Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)
ANNEXURE-P	Memorandum of Appeal <i>(On Firm's letter head)</i>
ANNEXURE-Q	FINANCIAL BID FOR QUOTED ITEM