



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Corporate Head Office: Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Corporate Office Kashmir: Near Haj House, Bemina (190018), Srinagar
email: jkscljpm@gmail.com; website: www.jkscl.nic.in

M/s SR Technomed,
Bakshi Nagar, Jammu. (Bidder)

No: JKMSCL/GM (Adm.)/2024/5980-49
Sub: Issuance of Rate Contract for the Procurement of Machinery & Equipment - Refrigerated Micro Centrifuge (Item Code- ME2319).
Dated: 10-10-2024.

Ref. No.

1. NIT No. JKMSCL/Mach/2023/591 dated 12-07-2023
2. Minutes of Purchase Committee vide No. JKMSCL / MD/2024-25/338-57 dated 21.08.2024 held on 14.08.2024.
3. LOI issued vide No. JKMSCL/GM/2024/4601-04 dated 24.08.2024.

Sir,

As per the decision of the Purchase Committee, the Jammu and Kashmir Medical Supplies Corporation J&K has approved the following item/item(s) under group "Machinery & Equipments" in your favour on the quoted rates by you in the NIT:

S. No.	Name of item	currency	Basic Rate without Tax with Conversion (1)	Taxes (2)	Total Amount (in Rs) with taxes (1+2)
1.	Refrigerated Micro Centrifuge M/s Thermo fisher Scientific India Pvt. Ltd., Mumbai. (Importer) M/s Thermo fisher Scientific Group, USA (Manufacturer) Model No. Sorvall 21R. Specification: Bench top.	INR	366000.00	65880.00	431880.00 (Rupees four lakh thirty one thousand eight hundred eighty only.)

The approved rates for Comprehensive Maintenance Contract after the expiry of warranty period of 05 (Five) years are as follows:

S. No	Name of Item	CMC for five years
1	Refrigerated Micro Centrifuge M/s Thermo fisher Scientific India Pvt. Ltd., Mumbai. (Importer) M/s Thermo fisher Scientific Group, USA (Manufacturer) Model No. Sorvall 21R .	1st yr 18300.00 2nd yr 18300.00 3rd yr 18300.00 4th yr 18300.00 5th yr 18300.00 Total: 91500.00

Terms and Conditions:

1. **Delivery Site** : Rate are FOR Drug warehouse of JKMSCL/any Govt. Institution of J&K State, wherever installation is required.
2. **Validity** : The rate contract shall remain valid for a period of two years from the date of issuance of the Contract which may be extended for a period of 90 days or till such time the new rate contract is finalized, whichever is earlier, with mutual consent of JKMSCL and successful bidder.
3. **Taxes** : As mentioned above and as applicable.

4. **Warranty:** Five Years from the date of installation.
5. **Performance Security** You are further required to deposit the performance security equivalent to 5% of the total invoice value in the shape of Bank Guarantee in favour of FA/CAO, JKMSCL within seven days from the date of issuance of Purchase Order(s) from time to time.
6. **Supplies** Within 90 days from the date of issuance of supply order.
7. **Penalty** In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%.
8. **Installation:** Installation / commissioning and necessary training for upkeep of the equipment shall be provided free of cost.
9. **Availability of Spares:** Firm shall certify that the parts of the equipment shall remain available at least for a period of five years after the year of expiry of warranty period of five years.
10. You have to certify that the rates mentioned above as quoted by your firm are the lowest rates applicable to all Govt./private Institution/PSU etc. Variation found if any, during the rate contract period by the Corporation/Intending department or any other agency shall be the sole responsibility of the Contractor/Supplier/manufacturer/importer.
11. The supplier/manufacturer/importer shall ensure to supply the Brand new and unused item(s) strictly as per specifications/sample(s) approved. Variations found, if any, in instant case/or in later stages by the Corporation/Intending department/any other agency which may lead to sub standard or Not of standard/approved quality, shall be the sole responsibility of the supplier/ manufacturer/ importer/contractor.
12. JKMSCL is at liberty to get the feedback from the end-user department/intending department regarding the functioning of the machinery & equipment supplied by your agency. Adverse report, if any, may lead to strict action against you under rules/terms & conditions of the NIT/guidelines issued by the Govt. from time to time.
13. **Fall Clause:** The prices under contract shall be subject to price fall clause. The prices charged for the goods supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the goods or offers to sell the goods of identical description to any other person(s)/Organization(s) including procurement agencies or any other department of Central Govt. or State Govt. as the case may be during the period till the performance of the contract. If at any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the JKMSCL, J&K and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It imply that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to anyone in the Central/State Govt. at any time during the currency of contract including extension period, the contract price shall be automatically be reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.
14. **Risk Purchase :** If the bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.
The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
15. **Orders shall only be placed on the basis of actual requirement and funds as available under the relevant Head of Accounts.**
16. **Payment shall be released after the execution of the agreement.**
17. **Approved technical specifications shall remain same as per NIT (Annexure I)**

All the terms and conditions of the NIT, Standard Procurement of Procedure (SPP) of JKMSCL & LOI shall be part of this Rate Contract.

Issued with the Decision and Authorization of Purchase Committee of JKMSCL vide its minutes No. JKMSCL /MD/2024-25/338-57 dated 21.08.2024.

Yours sincerely,
10-10-24
(Mohd. Ashraf Choudhary) JKAS
General Manager (Admin), JKMSCL.

Copy for information to the:

1. Principal, Govt. Medical College, Srinagar (Kashmir) (Director, Board of Directors- JKMSCL).
2. Principal, Government Medical College, Jammu (Director, Board of Directors JKMSCL.)
3. Principal, Government Dental College, Srinagar (Director, Board of Directors- JKMSCL.)
4. Principal, Government Dental College, Jammu (Director, Board of Directors- JKMSCL.)
5. Director General, Indian System of Medicines, J&K (Director, Board of Directors- JKMSCL).
6. Director, Family Welfare, MCH & Immunization, J&K (Director, Board of Directors- JKMSCL).
7. Director, Health Services, Jammu (Director, Board of Directors- JKMSCL).
8. Director, Health Services, Kashmir (Director, Board of Directors- JKMSCL).
9. Mission Director, NHM, J&K (Director, Board of Directors- JKMSCL).
10. Controller, Drug & Food Control Organization, J&K (Director, Board of Directors JKMSCL).
11. F.A/Chief Accounts Officer, J&K Medical Supplies Corporation Limited.
12. General Manager -K(P&S, IT), J&K Medical Supplies Corporation Limited.
13. Assist. Programmer to upload on official website.
14. I.T cell JKMSCL.
15. File