# JKMSCL

#### **NOT TRANSFERABLE**

# 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 Telefax: 0194-

 $2432008 \textbf{email:} \underline{mscljkceo@gmail.com;} \underline{mdjkmdcl2@gmail.com}, \textbf{gmkjkmscl1@gmail.com,} \underline{gmkjkmscl1@gmail.com,} \underline{gmkjkmscl1@gmail.com}, \underline{gmkjkmscl1@gmail.com,} \underline{gmkjkmscl1@gmail.com}, \underline{gmkjkmscl1@gmail.com,} \underline{g$ 



#### e- BID FOR COURIER SERVICES

(REFERENCE NO: NIT/JKMSCL/COURIER SERVICES /2020/ 396 DATED: 09.06.2020)

LAST DATE OF SUBMISSION OF ONLINE BIDS: 25.06.2020 upto 1600 hrs

(To be submitted onletter head of Firm)

#### **TECHNICAL BID Annexure-A**

(Declaration Form-Cum -Check List)

Subject: -Regarding Bio	d submission	for NIT/JKMS(	CL/COURIER SE	RVICES /202	0/396 D	ATED 09.06	.2020
I/We	(N	ame, Designati	ion and Addre	ss of Bidde	r)	having ou	r office
at	(Addres	s of Firm)		do declare	that I/We	have read	all the
terms & conditions	of the bid	document floa	ated by JKMS	CL and agre	ee to abide	by all the	terms&
conditions set forth	therein.		-			-	

I/We declare that we are participating in this bid in the capacity of...... proprietary firm, partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law valid.

I/We further declare that the rates offered by us shall remain valid for the period of 24 months extendable for a further period of 12 months and shall reduce the rates, if the rates are reduced by us for any other buyer during this period within Union of India. I/We enclose the following documents as per details given below:-

## **TECHNICAL BID (cover I)**

# <u>Technical Bid should indicate the following information alongwith the self attested photocopies of these documents:</u>

S.No	Item	Particular (Page No.)
1.	Set-up of your organization, clearly indicating details of manpower, available for performing this service.	
2.	Financial/Price Bid submission sheet (Annexure II) (Price to be quoted online only).	
3.	Details of EMD, DDNo. amount date, Bank details	
4.	Bid / Tender charges ( Incl. Tender processing fee)	
5.	Registered with the Government; give details with document/evidence.	
6.	Power of attorney / authorization should be enclosed along with the tender.	
7.	Profile of agency/firm.	
8.	Proof of incorporation/inception of the agencies	
9.	Five years' experience certificate issued from any central/State Government Department.	
10	Copy of turnover statement	
11.	License/registration certificate issued from the competent authorities	
12.	PAN Card No.	

13. Average turn over for the last 3 financial years ie 2017-18,2018-19,2019-20	
14. GST registration No.	
15. List of organizations to which provide the courier services by the bidder.	
16. 24 Hrs helpline numbers & details of dedicated customer support to track the consignment.	
17. Web tracking numbers to track the consignment.	
18. The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. An undertaking in this regard from the Company Secretary or Authorized Signatory.	
19. The bidder should not be blacklisted/terminated by any Government organization/ agency for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. An undertaking in this regard from the company Secretary or authorized signatory.	

Dated

Name and signature of bidder with seal



#### 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 Hajj House Bemina Srinagar Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: : 0194-2493607 (Srinagar)

No. NIT/JKMSCL/courier Services /2020/396

#### NOTICE INVITING BID

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid and EMD of Rs.25000/= in the form of DD favouring FA/CAO JKMSCL in cover 1 and Financial bid in cover-2) is invited from reputed and experienced **COURIER AGENCIES** to provide Courier services for Jammu and Kashmir Medical Supplies Corporation Ltd.

Detailed tender document may be downloaded at J&K Govt. Portal <a href="www.jktenders.gov.in">www.jktenders.gov.in</a>, <a href="www.jktenders.gov.in">www.jktenders.

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

Dated:- 09.06**.2020** 



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#### BIDDING DOCUMENT FOR PROVIDING COURIER SERVICES

Bid Reference : NIT/JKMSCL/COURIER SERVICES /2020/396 Dated: .06.20120

Date of publication of e-bid : 10 .06.2020 at 1600 hrs
Start date and time for download of bid document
Last date and time for download of bid document : 10 .06.2020 at 1600 hrs
Clarification start date : 10.06.2020 at 1600 hrs
Clarification end date : 15 .06.2020 upto 1600 hrs

Pre- bid conference : 17.06.2020 AT 11.00 A.M at Corporate Head Office Jammu

Start date and time for submission of online bids : 10 .06.2020 at 1600 hrs

Last date and time for submission of online bids : 25.06.2020 at 1600 hrs

Date and time for online opening of technical bids : 26.06.2020 at 1100 hrs

Tender Processing Fee : Rs.1000/-

EMD : Rs.25, 000(twenty five thousand only)

An amount of Rs.1000.00 (Rupees one thousand only), comprising of cost of Bid document as Rs.200.00 (Rupees two hundred only) & Bid Processing fee as Rs.800/- (Rupees eight hundred only) shall have to be paid either through NEFT in the Corporation's bank A/C No-0373040500000032 maintained at J&K Bank 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 of cost of tender document and Tender processing fee and EMD in the shape of FDR/ CDR shall have to be uploaded along with Technical Bid.
- (ii) However CDR/ FDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/ Srinagar before the last date and time of bid submission.

#### Note:-

- 1. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
- 2. The JKMSCL is not bound to accept the lowest bid and may reject any/part there of or all bids without assigning any reason thereof..
- 3. Information of award of contract shall be communicated to all participating bidders on the website <a href="https://www.jktenders.gov.in.www.jktmsclbuisness.com">www.jktenders.gov.in.www.jktmsclbuisness.com</a>

#### DISCLAIMER

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

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

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

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

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

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

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

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

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

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

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

Managing Director Jammu and Kashmir Medical Supplies Corporation Ltd

#### A. ELIGIBILITY CRITERIA, TERMS AND CONDITIONS FOR TENDERING:-

- 1. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporate body Legally constituted, who possess the required licenses, registrations etc as per law valid.
- 2. The Courier Service provider agencies shall have an all India network.
- 3. The Bidder shall have experience of providing Courier Services for last 03 years ending 1<sup>st</sup> January, 2020.
- 4. Financial Turnover during the last 3 years, ending 31st March 2020 should be at least Rs.10 lacs per year. Documentary evidence to be provided duly attested by the Agency.
- 5. The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. An undertaking in this regard may please be submitted.
- 6. The courier agency will depute their accredited representative for collection and delivery of parcel /packets from to the designated offices. The representative will be provided with a suitable letter of authority/identity card without which he shall not be authorised to collect or deliver the parcel/ packets. He will acknowledge receipt of the packets delivered to him on a copy of the accompany consignment note with pre-printed serial number, which will be retained by our offices.
- 7. The courier agency will ensure that the packets/parcels are delivered against full signature, designations and stamp or telephone numbers of the consignee or their authorised representative only on the consignment note. The courier shall deliver to testing Laboratories and other offices, from where the consignments are collected. Proof of Delivery (POD) to the addressee, Regular submission of PODs by courier agency along with their bills will be pre-requisites before processing the bills for payment at all the branch/establishments. Bills will not be paid, if PODs are not submitted along with the bills at the end of the month.
- 8. It shall be the absolute responsibility of the courier agency, once the packets/parcels are delivered to their authorised representative duly sealed/closed to ensure that their contents are not tampered with in any manner whatsoever and the packets are not misplaced, lost or stolen.
- 9. For delay in delivery of parcels beyond the time mentioned in clause (2) above excluding the Sunday and holidays which fall between the said period and except on account of imposition of curfew either at the originating centre or at the destination, the JKMSCL may without prejudice to any other steps it may take in this regard, impose penalty, as under, if it is not satisfied with the explanation tendered by the courier agency.
  - (a) Delay of one day-50% cut in the charges payable on delayed consignment(s).
  - (b) Delay of more than one day-100% cut in the charges payable on delayed consignments (s).
- 10. The above penalty will be exclusive of any loss suffered by the JKMSCL due to delay in delivery which will be determined separately and recovered. The penalty will be

- decovered by the receiving office(s) against the settlement of their own bill(s).
- 11. There should be no case with the police/Court against the proprietor /Firm/Partner or the Company.
- 12. The bidders shall have the following Registrations and details of the same be provided in the Technical Bid.
  - a. Registration with the various statutory bodies as necessary for carrying out the business.
  - b. GST No.
  - c. PAN No.
- 13. The period of contract of under the scope of work shall be valid for two years which may be extended by one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of the JKMSCL.
- 14. It shall be the responsibility of the courier agency to promptly respond to JKMSCL calls, Non-tampering of samples and documentation and ensure safe delivery of the documents/Packages to the destination without any damage.
- 15. The material to be used and norms of packing of samples will be advised by JKMSCL from time to time for different products.
- 16. Challan's of consignment should specify with minimum details as follows:
  - a. Consignment No. & date.
  - b. Nature of packing & Weight.
  - c. Consignor and Consignee with stamp & Signature.
  - d. Mode of Dispatch.
  - e. Any other details.
- 17. Facilities to track the courier through website should be available.
- 18. Staff deployed is trained in packing and lifting goods and they are of good conduct and physically fit for the work. JKMSCL will not provide any personnel for the same activities.
- 19. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to JKMSCL whatsoever it may be.
- 20. To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State. Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by the JKMSCL from time to time.

- 21. The Security Deposit shall be released without interest after 03 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency.
- 22. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises JKMSCL they shall work under directives and guidance of JKMSCL and will be answerable to JKMSCL. This will, however, not diminish in any way, the Agency responsibility under contract to the JKMSCL.
- 23. The Agency shall not discontinue the service if so desired by the JKMSCL at any time without assigning any reason whatsoever.
- 24. Good standard of services shall be maintained as indicated.
- 25. The JKMSCL shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.
- 26. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
- 27. The decision of JKMSCL in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 28. Any changes/Corrigendum with respect to this tender shall be notified through website. (jktenders.gov.in.com.) All bidders are advised to please check JKMSCL websites regularly for any latest amendment/corrigendum.
- 29. Sealed samples are to be lifted from corporate Head Office, Jammu and Srinagar with proper follow up to ensure that the Drug samples reach the empanelled Laboratory next day.
- 30. Tenders received without requisite documents, including demand draft of EMD, shall not be entertained.
- 31. **Termination:** The contract may be terminated by JKMSCL giving one month notice, in case the agency.
  - a. Assigns or sub-contract of this service.
  - b. Violation/ contravention of any of the terms and conditions mentioned herein.
  - c. Does not improve the performance of the services in spite of instructions.
  - d. Any violation of instructions/agreement of suppression of facts.

Managing Director, J&K Medical Supplies Corporation Ltd.

## **Section-I Instruction to Bidders (ITB)**

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

Clause No.	Description
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading.
2.	Bid form must conform the terms & conditions of the bid documents and Technical Bid in Cover-'A' & Financial Bid in Cover-'B' to be uploaded on <a href="www.jktenders.gov.in">www.jktenders.gov.in</a> .
3.	It is expected from all bidders that DD/CDR/FDR/BG in separate envelope shall be deposited with the authorised person of JKMSCL at reception against proper receipt from the concerned.
4.	Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5	Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document as annexure AIII.
6	If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2580842, 0194-2432008 or e-mail on <a href="mailto:gmkjkmscl1@gmail.com">gmkjkmscl1@gmail.com</a> mdjkmscl2@gmail.com / gmjjkmscl@gmail.com, mscljkcao@gmail.com
7.	In case a bidder is given any assurance what so ever of being provided with any advantage in JKMSCL by anybody or if a bidder is directly or indirectly threatened of being put to some deliberate disadvantage in the bidding process & in the bidder's subsequent association/working with JKMSCL, it is requested that the concerned must immediately inform about the same to the Managing Director, JKMSCL/G.M-J(Adm), JKMSCL in writing or through e-mail on gmjjkmscl@gmail.com. It is advised that evidence of such unfair activity of such person, if available, is produced along with the complaint, so that action can be taken against such a person(s) and that their details can be put on the website so that other bidders can be forewarned in this regard.

8	The Bidders shall have to submit a GST No. & GST clearance certificate/return submitted from the concerned commercial taxes officer and the 'PAN' issued by income tax department.
9	It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall out rightly be rejected.
10	The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on website <a href="www.jktenders.gov.in">www.jktenders.gov.in</a> Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately.
11	The qualified bidders are required to submit the relevant documents and annexure uploaded with their e.bid in original along with catalogues at the time of issuance of LOI /execution of agreement before issuance of rate contract.
12	The bidder shall not under any circumstances quoted "Zero" anywhere in the BOQ.
13	The qualified bidders are required to submit the relevant documents at the time of issuance of LOI /execution of agreement before issuance of rate contract.

# **Section-II: Bid Data Sheet (BDS)**

Clause No.	Description
1.	Introduction
1.1	The Procuring Entity is:
	Jammu & Kashmir Medical Supplies Corporation Ltd (J&K)
1.2	The rate contract shall be valid for a period of two years which may be extended for a further
	period of 12 months.
2.	Bidding document
2.1	The Pre-bid meeting shall be held at the office of JKMSCL, Jammu as per
	critical dates.
3. 3.1	Preparation of Bids
3 .1	The language of the bid shall be in English only
	The Bidder shall uploaded as per the documents reflected in the bid submission letter
3.2	No rate should be quoted/uploaded along with technical bid in all such cases
3.2	bid shall be rejected out rightly. Rates are to be uploaded on BOQ only.
3.3	Alternative bids are not permitted.
3.4	Discounts or award of combination of lots shall not be offered.
3.5	The terms of quoting price of service are inclusive of all taxes/charges
3.6	The prices quoted by the bidder shall be fixed for entire contractual period of equipments. The
	contract price shall be fixed for a contact period of 24 months of the services; extendable upto
2.7	12 months with mutual consent.
3.7	The currency of the bid shall be INR
3.8	The bid validity period shall be minimum 180 working days from the opening of technical bid.
3.10	The scanned copy of complete bid document filled and signed on each page as per Instructions to bid (ITB) and other requirements need not to uploaded on website <a href="https://www.jktenders.gov.in">www.jktenders.gov.in</a> . However, declaration regarding acceptance of all the terms & conditions and other clauses as given in the tender document duly notarised shall have to be uploaded along with technical bid.
3.12	The authorisation to sign on behalf of the bidder shall consist of power of attorney by the bidder/any valid certification or the change in bidder shall be resolved in the board of firm/company which shall be immediately communicated to the JKMSCL. No authorised agent/dealer/supplier shall be allowed to make any declaration which is mandatory required to be made by the MD/chairman/Directors/authorised person designated by the manufacturing company/importer.
4.	Award of Contract
4.1	The period within which the contract agreement is to be executed and performance security is to be submitted is 15 days from the date of receipt of letter of intent (LOI) through email, fax/correspondence etc.
5.	Redressal Grievances during Procurement Process
5.1	<ul><li>I. In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding.</li><li>II. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred by the parties to the</li></ul>
	Managing Director JKMSCL, J&K who will appoint his senior most officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final.  III. Any legal dispute shall be within the jurisdiction of Hon'ble High Court of Jammu
	/ Srinagar (J&K).
5.2	Name & Address of the Bidder: Name and Designation

M/S		
	Fax No	
Mobile No	e-mail address	(email of responsible person
be intimated)		

(Cover II)

#### **Annexure III**

# FINANCIAL BID (BOQ)(Cover II)

#### For Uploading Rates of Services

S.	Area/Location	Itemcode	Consignment	Rate		GST		Any other	Total Rate
No.			Weight					Charges	
	/State				CGST	SGST	IGST		
1.	Local Zone	Itemcode1	Per Gram						
2.	Within State	Itemcode2	Per Gram						
3.	All over India	Itemcode3	Per Gram						

Signature

#### Note:-

- a. The rate quote should be as per BOQ.
- b. CGST, SGST OR IGST should be separately shown.
- c. No quantity or cash discounts should be offered.
- d. Read all the terms &conditions before filling the Annexure III.
- e. Please quote rates in absolute amount only.
- f. Please quote rates per gram unit only

PLEASE DON'T WRITE 00 AGAINST THE ITEMS FOR WHICH YOU DIDN'T WISH TO QUOUTE; INSTEAD, DO WRITE "NOT QUOTED" AGAINST THE SAID ITEM; AS THE SYSTEM TAKES RS. 00.00 AS L1.

