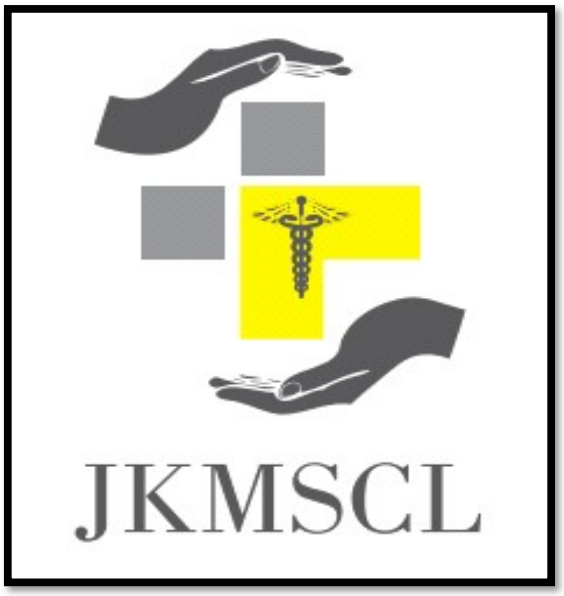
JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar
Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)
email:mdjkmscl2@gmail.com; **website**: www.jkmsclbusIness.com



E-BID FOR THE PROCUREMENT OF :

MOBILE MEDICAL UNIT WITH DIAGNOSTIC FACILITIES

(REFERENCE NO: NIT/JKMSCL/MM/2026/698 DATED: 02/06/2026

LAST DATE OF SUBMISSION OF ONLINE BIDS: 15-07-2026 upto 1600 hrs

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

BIDDING DOCUMENT FOR PROCUMENT OF MOBILE MEDICAL UNIT

Table of Contents

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

*(**To be submitted on letter head of Firm**)*

Bid Submission Letter
(*Declaration Form)*

Sub: - Regarding Bid submission for **NIT/JKMSCL/MMU/2026/698 DATED 02 -06-2026**

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

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

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

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

Dated Name and signature of bidder with seal

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email:mdjkmscl2@gmail.com; ismjkmscl2018@gmail.com**website**: www.jkmsclbusIness.com

NIT/JKMSCL/MMU/2026/ 698
Dated: 02 /06/2026

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 **"Mobile Medical Unit"** 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,. 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/- + 18% GST = 11,800/- (i.e Rupees Eleven thousand Eight Hundred only/-) i.e. Rs.1,000/- + 18%GST= 1180/- (Rupees one thousand one hundred eighty only) as cost of tender & Rs.9,000/- +18% GST = 10620/- (Rupees Ten thousand Six hundred twenty only) as tender processing charges shall have to be paid either through **NEFT/RTGS only** in the Corporation's Bank Account No. 0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM **or by depositing the amount directly into the above Account No**. along with the submission of requisite valid documentary proof.

- **IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be out-rightly rejected.**
- **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 out rightly rejected.
- **The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**
- **Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.**

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- Sd/-
Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.

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.***

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BIDDING DOCUMENT FOR
Procurement of Medical Mobile Unit.

Tender No. NIT/JKMSCL/MMU/2022/ : 02-06-2026	
Date of publication of e-bid	: 03-06-2026
Start date and time for download of bid document	: 03-06-2026
Last date and time for download of bid document	: 15-07-2026 at 1600 hrs
Clarification start date	: 02-06-2026 at 1100 hrs
Clarification end date	: 18-06-2026 upto10:00 A.M.
Pre- bid conference	: **18-06-2026 AT 11.00 A.M (at Corporate Office, Jammu/Srinagar)**
Google link: https://meet.google.com/fzd-kwxg-amf	
Start date and time for submission of online bids	: 03-06-2026 at 1500 hrs
Last date and time for submission of online bids	: 15-07-2026 at 1600 hrs
Date and time for online opening of technical bids	: 17-07-2026 at 1100 hrs
Cost of tender document	: Rs. 1000/-
Tender Processing charges	: Rs. 9000/-

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

Note: -

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

Note: -

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

Important Note:

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

TABLE-1

Mobile Unit with essential accessories & Mobile Unit with Diagnostic facilities for Tribal Area

Under Tribal Health Plan.:

A).The Average Annual Turn Over required for the above items pertaining to Group

"Procurement of Mobile Medical Unit" shall be as under:

i. *Minimum **Rs. 50.00 Crores for Last 3 financial Years** of the Principal Fabricator Manufacturer/Indian Subsidiary of Principal fabricator Manufacturer/ Sole Importer issued by Chartered Accountant /competent authority supported by Balance Sheets.*

ii. *For Equipment's to be installed in the MMUs Average Annual Turnover of the Manufacturer/Importer shall be as under:*

S. No.	NameofItem	Average Annual Turn Over
1	Microscope with Light Source (Binocular)	*1 crore*
2	Centrifuge Mini	*1 crore*
3	Incubator	*1 crore*
4	Refrigerator (capacity 50-60 litres)	*1 crore*
5	Fully automated Auto Analyzer	*5 crore*
6	ECG Machine	*1crore*
7	Ultrasound Machine – Portable	*5 crore*

Only the bid(s) falling under the category as specified under Annual Turnover is accepted. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected. The bidders are required to submit the Authorization and turnover of the items mentioned above. Bids from Joint Ventures are acceptable with maximum JV members as 2".

BaseVehicle/ChassisDetails:

Sl. No.	**CRITERIA**	**RANGE**
ENGINE		
1.	Engine	Should be Diesel engine
2.	No.of cylinders	4cylinders
3.	Emission norms	BS-VI OBD –II
4.	Engine Capacity	2,500 to 3,500cc
5.	Max. Net Engine output	Engine output110 HP & above
6.	Max. Net Torque	Vehicle torque should be 300Nm and above.
7.	Fuel tank capacity	Fuel tank capacity should be 90 to 120litre
8.	Vehicle mileage	Minimum 6 KMPL
OTHERTHANENGINE		
9.	Steering	Power steering system only
10.	Suspension	Independent or semi ellipticat front and semi ellipticatrear
11.	Tyre	Radial tyre with tube or tubeless 215/75 R17.5
12.	Body & Chassis Painting	Anti-rust coating be for external painting has to be given for Body as well as under chassis. The manufacturer to specify the treatment given

13.	Wheelbase	3,000 to 4,000mm
14.	Ground Clearance	Minimum 150 mm

Exterior Body Fabrication/Chassis Details

Sl. No.	CRITERIA	RANGE
	OVERALL BODY DIMENSIONS	
15.	Type of body required for streamline structure and, easy communication to patient cabin and driver compartment	Monocoque/Chassis
16.	Overall length	6,000 mm to 7,500mm
17.	Overall width to accommodate stools, medical equipment etc.	1,900 to 2,500mm
18.	Over all height	2,500to 3,500mm
19.	Gross Vehicle Weight to carry pay load and equipment	5,500 kg above
20.	Wheel base to have a good length of vehicle	3,000 to 4,000mm
21.	Payload	More than 600kg
22.	Seating & carrying capacity to carry minimum 4passengers apart from the driver and the medical person	Minimum 4 passenger carrying capacity
	REARCABINDIMENSIONS	
23.	Volume to accommodate medical equipment and medical racks	15 cubic meters and above
24.	Length	Minimum 4,800mm
25.	Width	Minimum 1,900mm
26.	Height	Minimum 1,800mm
27.	Rear doors for easy entry Without any obstruction	Dual hinged with 270 degrees opening
28.	Footstep	Foot step for easy getting into the cabin without much effort
29.	Space for portable Medical equipment	Space for keeping stretcher and other equipment
30.	Internal panneling	To be covered with fire retardant sheet not Easily inflammable as per ARAI specifications. FRP is allowed
	DRIVER CABIN	
31.	Drivers cabin firewall for not to catch fire due to heat	Fire Wall with complete fire retardant insulation of the Cabin
32.		(protection from fire & heat)
33.	Floor mat for not to catch fire due to heat	Fire retardant Floor mat
34.	Driver Seat with backrest	Adjustable and sliding seat as per ARAI with seat belt warning chime
35.	Co-driver seat with backrest	Adjustable and sliding seat as per ARAI with seat belt warning

		chime
36.	Top cover of the cabin	To be covered with fire retardant sheet not Easily inflammable as perARAI specifications. FRP is allowed
37.	Air conditioning	AC should be with heating inbuilt Engine Driven

S.No	**Interior Body Fabrication**
1	*All structures to be fabricated with proper size of M.S. sheet, Angles, Channel etc. Outer paneling of the body should be of galvanized MS steel sheet with minimum joints. Suitable insulation to be provided between outer & inner panel & roof flooring should be done by BWR/Marine grade chequer plywood with vinyl flooring, vinyl flooring should be of good quality & not damaged/deteriorated by sodium hypochiorite solution. Fabrication work should be of standard quality &with proper finishing. All equipments to be fixed properly. Body of the vehicle to be fabricated by tubular structure with combination of 40X40 or 60X40rnm & confirm to IS & floor's cross bearers should be of minimum channel size 75X40nun & outer skirt paneling should be done with 16 SWG aluminum sheet & stretch panel of 20" approx. l mm GP sheet. Interior with FRP as per ISI specification. Good quality Vinyl flooring to be done (1.6mm size) on 16mm BWR/Marine grade chequerply wood floor. Provide air exhaust system* *(vents) for proper air circulation. In case of monocoque vehicle outer shell will be as provided by OEM as per CMVR.*
2	*Partition between driver & passengers along with suitable size gate.* *.Doors should be provided on rear of the vehicle having good quality heavy duty hinges.*
3	*Suitable size of fix windows are to be provided with toughened Green tinted glasses as per CMVR.*
4	*The Stairs should be fitted with anti-skid vinyl sheet and Handles should be insulated by PVC for* *Left hand side conductor door*
5	*Floor should be 12 mm BRW cheque red ply as per ISI specification with anti-skid1.6 nun vinyl flooring*
6	*Front wind shield glass should not less than 5.5 mm approx. laminated (single piece) & glass for windows of 5.00 mm size ISI specification Toughened. Single windscreen glass with aerodynamic design and ORVM Mirrors in front side* *Should be provided. Fog lamps should be provided. Blinds are to be provided*
7	*Complete vehicle should be dust, water proof & there should be no leakage & anti-corrosion treatment is to be provided & best quality paint is to be used*

A. Medical Equipment & Misc. Details

S. No.	**Equipment Name**	**Description**	**QTY**
1.		Manufacturer should be ISO 9001certified	
		Body-Single mould sturdy stand, inclined 30°, 360° rotatable	
		Eyepieces-Highest quality	

	Microscope with Light Source(Bin ocular)	WF10x FN20 paired with eye gaurds anti fungus treated	1
		Optical system-Infinity corrected	
		Economic low position coaxial coarse and fine foucusing system	
		Low Friction & Fully Parafocal Reverse angle	
		Illuminator-Built-in LED light source with white light	
		Finish-Adurable textured acid resistant finish.	
2.	Sterilizer38 cms with Electric Drum	Surgicals Stainless Steel Electric Instrument Sterilizer	1
		Material: Made up of High Quality Jointed Stainless Steel. Handel Grip: Comes with Two Side Handle with Insulated Grip.	
		Accessories: Comes with Sterilization Boxes, Power Code	
3.	Haemo globinmeter	Manual	1
4.	Centrifuge Mini	Should have Electronic brake for immediate stop on lid opening for user safety	1
		Save time by doing quick runs by simple opening and closing the lid	
		Should be Microprocessor controlled for greater efficiency	
		Should be Robust construction for long life under repeated usage	
		Carbon isolation feature	
		Replaceable strip rotor & adaptors for 0.2 ml & 0.4/0.5 ml microtubes	
		Rotor Capacity: Minimum 8 place closed rotor for1.5/2.0ml microtubes	
		Noise Level:<55dB	
		Power Supply: Universal(95to230V,50/60Hz)	
		Should have Rubber suction pads	
5.	Incubator	Chamber capacity-20 L	1
		Temp.range20 degree to 70 degree (ambient temp.)	
		Outer body MS power coated &inner chamber St. Steel.	
		Micro Process based digital temp. controller.	
		Operation input voltage220-240VAC.	
6.	Glucometer	Glucose strips used should be locally available in the market, to be able to use capillary blood samples	1
		LCD display with inbuilt software	
		Strip should have shelf life of minimum12month at time of delivery	
7.	Torch & Spotlight	6Volt LED rechargeable Torch	1
8.	Refrigerator(capacity 40-	Floor Standing, Direct Cooling Technology	1
		Fridge Bottom Freezer Top	

	50litres)		
9.	Needle cutter(manually operated)	Manual Destroyer with Hub Cutter	1
10.	Laboratory tables	Non-breakable	1
11.	Foldable seat for staff	Seatingcapacityfor4person	4
12.	Foldable half bench	For seating of staff	2
13.	Waste Collecting Bins	As per Bio-Medical Waste Management norms Color coding should be there	2
14.	Stool	Round Stools-2 numbers	2
15.	Generator	7 KVA Genset with air conditioning compressor drive Auxiliary engine. Genset cabinet should be sound proof and with separate generator door vent. Genset Should be fix on rails so that it can be pulled out easily for refueling. .	1
16.	Fire Extinguisher (with fixing stand)	1StoredPressureType 5Kgcapacity Dry Chemical Powder ABC Based Shall be durable, even after repeated use	1
17.	Auto pipettes and stand	0-50mm Fixed 0-100mm Fixed 0-500mm variable	1each
18.	Heating Installation &AC	Airconditioning & heating system engine driven	1
19.	Fully automated Auto Analyzer	1. Analyzer should have random access & be automated. 2. Through put constant speed of atleast 200 Tests per hour or more. 3. Testing should be for clinical or immune turbid metric purpose. 4. Should operate in multiple analytical modes like Kinetic, 2-point&end-point. 5. Analyzer should be able to detect liquid level & reagent preheating. 6. Analyzer should have 24hours non-stop reagent cooling compartment. 7. Should have bi-direction LIS interface. 8. Optical System with Light source of Halogen or Xenon Lamp. 9. Absorbance range should be between 0-4Abs. 10. Multiple wave lengths should be covered. 11. Machine should work in all Indian conditions. 12. Should have optional Built-in barcode reader & clot detection function as optional. 13. Should have user-friendly software based on windows OS.	01

		14. Sample tray should have atleast 40 sample positions or more. 15. Reagent Trat should have atleast 40 positions in refrigerated compartment or more. 16. Complete system should not exceed150Kg. 17. OEM should have FDA,ISO13485,GMP,CE certifications or equivalent for quality standards.	
20	**Air Conditioning System**	Spilt AC System of 1 Ton capacity to be provided in the patient compartment with proper fitment of outdoor unit . Ac System should be driven through Genset provided with the vehicle.	
21	Dressing Drum	Dressing Drum, domed top and bottom with sliding removable band And drop down-hasps. Stainless steel	2
22	Stethoscope	Stethoscope	2
23	B.P. Apparatus	BP Apparatus	2
24	Examination table	Should be sturdy enough to hold the weight of 120 kgs during examining person	1
25	Brackets for Oxygen cylinder with adjustable straps	For holding B type Cylinder	1
26	Foldable stretcher	Should be light weight, safe and reliable. Easy to lock and unlock Minimum3Quickrelease buckle belts Netweight:notmorethan10Kgs Load capacity: I50kgs	1
27	Hooks for an Intravenous bottle/Transfusion bottle	4Nos.of intravenous bottle hook	4
28	ECG Machine	Simultaneous 12 Channel ECG recording with12 lead simultaneous acquisition Should have a Color TFT Display3.2" Should have a maintenance free digital printer Printer should work with standard thermal paper (should be available in Local Market) Should have 12 lead ECG preview display before taking print outs and should have printer on/off selection Machine should have sufficient battery backup for taking atleast 25 Nos ECG on a fully charged battery Should operate on mains (220v-50Hz)and rechargeable battery	1
29	**Ultrasound Machine -Portable**	1. State of the art and all digital beam former purpose portable hand carried ultrasound color Doppler echocardiography system 2. System should weight not more than 7.6kg with battery and one single regular probe. 3. System should be preferably spill proof and fluid resistant for easy to clean and	01

		disinfect 4. System cold startup time off to on not more than 90 second. 5. Architecture: all digital broadband 6. Should have dual imaging 7. Should have zoom capability 8. Should have dynamic range & gain 9. Should have S-Video (in/out)/HDMI for record & playback. 10. Should have RGB or DVI output to external LCD display 11. Should have composite Video output (NTSC/PAL) or HDMI to Videoprinter or external LCD display. 12. Should have minimum of 2USB ports for data transfer 13. Should have integrated speakers 14. System should work both in AC power and battery 15. System should have minimum battery backup of1hour on fully charged condition. 16. System should be compatible for TEE/TOE, and should support both in A/C Mains and inbattery 17. AC:Universalpoweradaptor:110-240VAC,50/60Hz input 18. The system should have facility to store images in a hard disk of capacity more than 500GB II. The equipment must be capable of operating in B mode, M Mode, color Doppler, pulsed wave and continuous wave modes. It must support transducers with linear, phased array and curved array formats. Further, it must include a fully array of measurement and calculation packages. The specific requires forth is equipment are the following; 1. Beam Former: universal digital broad band former accepting routine phased array sector, convex, and linear probes 2. Monitor: should have high-resolution medical grade monitor not less than15"with adjustable display contrast 3. Digital processing channels: atleast1000 channels 4. Gray Scale: System should have a minimum of 256 gray levels with system dynamic range to be atleast100Db 5. Display modes: with B,2B, M,PW,HPRF/CWand color Doppler with power Doppler, Tissue Harmonic should be available on convex and phased array probes, steering on color/ PW modes on linear probe should be available	

		6. Cine review: standard cine memory providing minimum 200 frames on 2 D mode and upto 60 seconds Doppler cine 7. System should be capable of handling 2-15 MHZ multi frequency imaging with independent selection of 2D/Color/spectral Doppler frequency should be offered. 8. Image optimization on Band M modes: System should have the following: a. Up/down & right/left image rotation b. Multiple steps of edge enhancement settings c. Upto 25 cm depth. d. Levels of persistence 9. Measurements and calculations a. System should have at least 4 calipers with depth in formation and extensive, customizable measurement and report packages b. Distance, area, % stenosison B mode c. Distance, Time, Heart Rate, slope on M mode d. Velocity, acceleration time, slope, PI, RI, S/D Ratio with Auto Doppler on Doppler mode 10. Transducers: Should have multi frequency, broad brand, linear array 6-12MHZ transducer for vascular, musculoskeletal, nerve and superficial imaging (Taken for evaluation) a. Should have multi frequency, broad brand phased array transducer 2-4MHZforcardiac, abdominal and obstetrics imaging. (Taken for evaluation). III. Should have convex probe(2-5MHZ)and the rate shall be taken for evaluation IV. Should supply with a trolley and 2 port connector with electronic switches V. Should have safety certificate from a competent authority CE issued by a notified body registered in European commission/FDA. VI. (US)/STQCCB certificate/STQCS certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate/test report shall be produced alongwith the technical bid	

Only the bid(s) falling under the category as specified under Annual Turnover is accepted. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected. The bidders are required to submit the Authorization and turnover of the items mentioned above. Bids from Joint Ventures are acceptable with maximum JV members as 3".

Note:

1. The catalogues/brochures of the item shall be submitted along with the EMD in separate envelopes, prior to submission of online bids. The catalogues/brochures pertaining to the equipment information should be signed by the authorized signatory of the manufacturer.

2. No minimum quantity is guaranteed and the bidder shall not claim any compensation from the Jammu & Kashmir Medical Supplies Corporation Ltd.

D I S C L A I M E R

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.

Section-I Instruction To Bidders (ITB)

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

Clause No.	Description
1.	Go through the terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading.
2.	Bid form must conform the terms & conditions of the bid documents and **Technical Bid in Cover-'A' & Financial Bid in Cover-'B' to be uploaded on** www.jktenders.gov.in**. The receipt for cost of tender, tender processing fee and catalogues of the quoted items shall be submitted in the office of JKMSCL atleast one day prior to submission of online bids.**
3.	It is expected from all bidders that 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.
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 gmkjkmscl1@gmail.com/ jkmsclepm@gmail.com / gmjjkmscl@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 www.jktenders.gov.in Similarly, information regarding financial bid (L-1) shall also be provided to bidders on above websites. Individual bidders shall not be informed separately.
11	No firm/bidder/manufacture/importer shall provide/supply any of the product item at the rate contract /approved by JKMSCL to any of the department/NGO/other procuring institute within or outside the Union Territory of J&K. In case any supply is made in violation to the said condition (or), the supplier/firm shall be liable to be penalised to the tune of 7.5% of order placed/blacklisting for a period not less than five years (or) both as deemed fit, to the competent/Tender Inviting Authority. However, JKMSCL can procure the items for any of the departments within /outside the Union Territory of J&K/after charging the administrative expenses.
12	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.
13	The bidder shall not under any circumstances quote "Zero" anywhere in the BOQ.
14	<u>Important Instructions to bidders</u> The bidders shall have to abide the clauses/restrictions in terms of Rule 144 (xi) of the General Financial Rules (GFRs) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide No. F.No.6/18/2019-PDD dated 23.07.2020. The bidders are required to submit a certificate/ declaration regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted and is found to be false, it will be a ground for immediate termination & further legal action in accordance with law. Bidders are required to go through the said order & Office Memorandum (s) for the necessary compliance Model Certificate for tenders "*I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this border is not from such a country and is eligible to be considered."* Model Certificate for Tenders *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fullfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the competent Authority shall be attached"*

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

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

Section III: Evaluation and Qualification Criteria

Qualification Criteria

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

Clause No.	Description
1.	**Contractual experience:-** **The bidder shall be a original manufacturer; direct importer; (or) authorised representative of the original manufacturer/direct importer, or a Joint Venture (JV)** who must have manufactured/ imported, supplied and installed such equipments in India satisfactorily. The list of such installations may be asked from the bidder and the bidder should submit self attested copy of purchase order, indent and invoice (inclusive of quantity & rate). I. The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *Three years Market Standing of the product / similar product.* II. The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Technical Specifications *Catalogues of quoted product with compliance statement showing the technical specifications of the equipment.* III. The Bidder must furnish details of supplies made by him in the last three years in proforma attached and shall demonstrate that it has successfully completed at least one contract of similar nature in the past three years. The bidder is required to furnish authorization, turnover of principal manufacturer / direct importer for Machinery &Equipments to be installed in the MTU. **In case the Bidder is a Joint Venture:** (i) Responsibilities in respect of supply of the lead firm as well as each of the Joint Venture members shall be clearly indicated in the JV agreement **(maximum number of JV members allowed shall be 3 and** all of the parties shall be **jointly and severally liable** to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture); (ii) The Joint Venture agreement shall not be cancelled or amended unilaterally without consent of the Purchaser and a statement to this effect should appear in the JV agreement; (iii) A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Joint Venture. A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.
2.	**Technical experience:-** The goods (similar) offered/ being procured by JKMSCL have been produced and sold for at least three years and have been in operation satisfactorily.
3.	**Production capacity :** The JKMSCL may fix the minimum supply and/ or production capacity required to assure that the bidder is capable of supplying the type, size and quantity of goods required. It should be dedicated quantity to JKMSCL on monthly and annual basis. Production capacity certificate be attached with uploaded document.
4.	**Financial position:-** The soundness of the bidders financial position showing long term profitability demonstrated through audited annual financial statement (balance sheet, income statement etc.) for last three years.

5.	**Tax clearance certificates:-** The GST returns and other tax clearance certificate (latest) or declaration to be submitted by the bidder. Bidders shall have to submit a valid & latest 'GST' clearance certificate/return submitted online as per GST rules alongwith GST No. and the 'PAN' issued by concerned department.
6.	**Declaration regarding qualifications :-** Declaration regarding qualifications of the bidder shall be given in specified format provided in bidding forms.

Evaluation Criteria

Claus	Description
1.	**Scope**
1.1	**Local handling and inland transportation:-**The cost for Inland transportation, insurance, related services, installation, commissioning, demonstration and other incidental costs for delivery of goods, or port of entry, or supply point to consignee site, schedule of supply shall be quoted in price schedule.
1.2	**Minor omission and missing items:-** Pursuant to the relevant clauses, the cost of all quantifiable non-material non-conformities or omissions from the contractual and commercial conditions shall be evaluated. The procuring entity will make its own assessment of the cost of any non-material non-conformities and omissions for the purpose of ensuring fare comparison of bids.
2.	**Technical Criteria :-**The minimum technical level that the goods and related services shall have in order to comply with the Section V, schedule of supply are specified. These criteria are evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated in technical specifications of item. However, a minor deficiency in technical compliance may not be cause for rejection of the bid.
3.	**Economic Criteria: -** The economic criteria are most important when evaluating a Bid. The price, however, may not be the only criterion, as there could be technical evaluation that may be expressed in mandatory terms *i.e.* cost per test etc. The following may be examples: - 3.1, 3.2….
3.1	**Adjustment for deviations in the delivery and completion schedule: -** The deviation from the delivery and completion schedule specified in Section V, schedule of supply are permitted. No credit will be given for earlier completion.
3.2	**Operation and maintenance cost :** The methodology is elaborated at BOQ for determining lowest bid (L-1) Generally, the life cycle of equipment and its comprehensive maintenance period is defined in technical specifications. Presently, maintenance costs are evaluated at their present value over the life cycle of the goods and then added to the price of the goods for comparison of bids.
3.2	**Spare parts: -** Only those spare parts and tools which are specified on an item wise basis in the list of goods and related services Section V, schedule of supply shall be taken in account in bid evaluation. Supplier recommended spare parts for specified operating requirement shall not be considered in bid evaluation. **The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) /Indian items (wherever asked) i.e cost of main item + cost of Accessories = Total cost of equipment.**
3.3	**Performance and productivity of goods:-** The performance and productivity of the equipments shall be as per the reference value or norms specified in technical specification of an item and corresponding value guaranteed by the bidder in its bid.
4	**Taxes as** applicable, should be mentioned clearly and separately.

Section IV: Bidding Forms

Table of Contents

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

(**Annexure I)**

On Firm's letter head

LIST OF ITEMS QUOTED IN THE BID

S. No.	Tender Sr. No.	Code	Name of Item	Manufactured By	Imported by	Make & Model quoted/ offered	**Quality Certification**				
							BIS License	ISO	CE	USFDA	Any Other

Seal & Signature
(Authorised Signatory)

Annexure II

(To be submitted on Firms' letter head)

Technical Bid Submission Sheet (Cover 'A')

Managing Director

Jammu & Kashmir Medical Supplies Corporation Ltd.
J&K

We, the undersigned, declare that:

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

S. No	Item	Particular	Manufacturer			
			M1	M2	M3	M4
1.	Bid security (as mentioned above)					
2.	Cost of Tender & Tender Processing charges					
3.	List of Items quoted by the Bidder mentioning name of manufacturer/ importer with make & model as per annexure.	**Annexure I**				
4	Copy of Catalogue of the Quoted product (self attested)					
5	Compliance Sheet for each equipment (self attested)					
6	Technical bid submission sheet duly filled	**Annexure II**				
7	Financial bid (To be uploaded in BOQ only)	**Annexure III**				
8	Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Principal Manufacturer / Sole Importer/ Indian Subsidiary as per proforma duly notarised.	**Annexure IV A**				

9	**Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Bidder** as per proforma duly notarised.	**Annexure IV B**				
10	Client Base on Letter Head of the Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer with references of the supply orders, for any of the three years in last five years along with satisfactory performance certificate of minimum one installation **(Copies of reference supply orders and satisfactory performance certificate need to be attached)**	**Annexure V**				
11	**Authorisation from principal manufacturer / Importer** *(On the letterhead of Principal manufacturer / Sole Importer)* *In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary / Sole Importer is to be submitted* ***(strictly as per annexure VI)***	**Annexure VI**				
12	Average Annual Turnover Statement for Last 3 financial Years of the Indian Subsidiary of Principal Manufacturer/ Sole Importer issued by Chartered Accountant/competent authority with UDIN (2022-23, 2023-24 and 2024-25). ***In case of foreign manufacturer the turnover of Indian Subsidiary/Sole Importer only shall be considered and not of the original manufacturer.***	**Annexure VII**				
		Joint Venture/ Bidder				
		Manufacturer/ Importers of Equipments				
13	Copies of Audited Balance sheet & profit loss account for last three financial years certified by Chartered Accountant or Solvency Certificate issued by the Banker of the Manufacturer / Importer/Indian Subsidiary. ***In case of foreign manufacturer the balance sheets of Indian Subsidiary/Sole Importer only shall be considered***	**As above**				
14	Nature of the Firm/Public Company / Private Company/ Partnership/ Proprietorship/any other with Documentary proof.	**Annexure VIII**				
15	Self attested photocopy of IEC certificate and Permission/ Authorization for sale for sale from the foreign principle manufacturer (in case of imported product)	**Annexure A (if applicable)**				
16	Copy of GST Registration of the Bidder	**Annexure B**				
17	Latest GST Returns of the Bidder	**Annexure C**				
18	Copy of the PAN Card of the Bidder	**Annexure D**				
19	Quality Certifications on the products viz. ISI/CE/USFDA etc. whichever applicable.	**Annexure E**				
20	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	**Annexure F**				
21	Specify point of supply with full Address. NB: Specifying of point of supply does not means authorization to raise, invoice and receive payments on behalf of bidder(s)	**Annexure G**				

22	Declaration of bidder regarding acceptance Bid for terms & conditions	**Annexure A1**				
23	In case, bidder is applying as a Joint Venture, the Joint Venture Agreement specifying the lead partner/ member and other partners/ members					
24	The bidder should furnish the information on past supplies and satisfactory performance in the Proforma.					
25	Bidders shall invariably furnish documentary evidence (End User's performance certificate) in support of the satisfactory operation of the goods as specified above					
26	Further, bidder should be in continuous business of supplying and after sale services of similar vehicles during the last 03 years prior to bid opening.					
27	Details of experience and past performance of the bidder on equipment offered and on those of similar equipments within the past five years and details of current contracts in hand and other commitments					

Important Note

1. The Bidders who opt to bid for multiple manufacturers shall have to provide complete details of each manufacturer in a systemic way, sequentially, covering all documents asked in Annexure "II".
2. Please Note the Annexure A II should be properly filled showing the page number when the asked document has been attached. All the documents attached with the technical bid should be properly page numbered.

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

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

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

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

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

i. The invoice submitted by the authorised representative for such supplies shall be endorsed by the original manufacturer/direct importer of bidding items. Original copy of the delivery challan of the manufacturer towards authorised representative for such supplies shall be endorsed along with invoice submitted by Authorised representative.

ii. JKMSCL may secure confirmation/or authenticating of such supplies from manufacturer/direct importer before releasing the payment.

iii. No original manufacturer/direct importer shall be allowed to authorize more than one representatives to bid, to negotiate/to raise invoice or to receive payments & to enter into tripartite agreement with regard to business against this specific tender.

iv. In case, original manufacturer/direct importer wish to authorise any representative to bid, to negotiate, to raise invoice to receive payments on behalf of original manufacturer/direct importer/against invoice raised by representative, Annexure AII duly filled shall need to be uploaded alongwith e.bid ; otherwise no representation in this matter shall be entertained in the later stage.

Annexure III

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

Please read the amended BOQ as follows:

i) The rates shall be quoted in the BOQ as per format mentioned below.
ii) The rates of the accessories, if any, shall be quoted cumulative as per NIT.
iii) The rates of the India items, if any, shall be quoted cumulative as per NIT

S. No.	Item Description	Item Code	Unit	Qty	Currency type	Basic Equipment cost for one	Packing & forwarding charges/freight insurance	Indian Agency Commission	Custom Duty	SGST	CGST	IGST	Custom clearance in	Total Amount including Taxes
1	2	3	4	5	6	7	8	9	10	11			12	13
	Medical Mobile unit with Diagnostic Facilities													
	Accessories, if any.													

Note:

1. The rate quote should be as per BOQ.
2. CGST, SGST OR IGST should be separately shown in absolute amount only.
3. Rate should be quoted only for packing units as mentioned in the bid
4. No quantity or cash discounts should be offered.
5. Read all the terms & conditions before filling the Annexure III.
6. Please quote rates in absolute amount only.
7. Please quote rates per unit only
8. The bidder shall not under any circumstances quoted "Zero" anywhere in BOQ.
9. Finalization of the rates shall be made on the basis of price quoted in BOQ
10. Custom duty, if applicable shall be indicated separately.
11. The final rates quoted at Column No. 13 shall be considered as final rates and shall be considered for evaluating financial bid. L1 rate shall be finalised on the basis rate and taxes as applicable at the time of execution.
12. **The price for evaluating L1 (as per BOQs) shall be decided on the basis of cumulative rates of Main item, Accessories (wherever asked) i.e cost of main item + cost of Accessories = Total cost.**
13. **Warranty of 02 years shall be applicable.**
14. The bidder may quote in foreign currency as per the BOQ uploaded in the e.portal on the following terms & conditions
    1. ***The L1 shall be calculated on the basis of conversion of currency as on date of opening of financial bid.***

Delivery Period shall be 60 days for Indian Items and 90 days for Imported items.

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

Besides custom duty, the firm shall also mention Health cess and Social Welfare cess amount as applicable. Demurrage charges or late fee will not be paid by JKMSCL.

Annexure IV A

Declaration and Undertaking by the Bidder

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

1. I/We..... (Name of firm) certify that the quoted model (of quoted item) is of latest technology and is not outdated.
2. I/We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
3. I/We do hereby accept condition of guarantee period with spare parts of each quoted equipment as per terms & conditions and/or technical specifications. (From the date of installation/ demonstration).
4. (a) I/We do hereby undertake that our company/firm has not been black listed/banned/debarred/Convicted by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.

   (b) I/We do hereby declare that our company/firm has been black listed/banned/debarred/convicted by..... (Name, Address of Govt./dept./State) and detailed information is as given below:
   - (i) Cause of blacklisting/banning/debarring/conviction.
   - (ii) For which item.....
   - (iii) Period of black listing/banning/debarring/ conviction.
   - (iv) Latest Status of black listing/banning/debarring/ conviction.

3. I/We hereby confirm that we have deposited all the GST/all applicable taxes as on date of submission of tender with the concerned authority/department. No GST/other taxes is due on the firm as on date of submission of tender.
4. I/we do hereby agree to the condition that JKMSCL may, if deemed fit go for the third party maintenance under Comprehensive equipment maintenance programme of Govt. of India.

VERIFICATION & DECLARATION

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

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

Place :-
Dated:-

Signature of the Deponent
Name :
Designation

Annexure IV B

Declaration of Manufacturer/Direct Importer/Indian Subsidiary

To be submitted on non judicial stamp paper of Rs. 100 duly notarised

Date:_____ NIB No.:
_____

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

I/we further declare that:-

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

VERIFICATION & DECLARATION

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

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

Place :-
Dated:-

Signature of the Deponent
Name :
Designation

Annexure V

Client Base (Item wise)

On letter Head of Bidder / Manufacture/Indian Subsidiary of Principal Manufacturer

I/We..... *(Name of firm.....)* do hereby certify that our client base for the offered equipments are as under (please give references of the supply orders).:-

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

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

Place:
Date :

Signature of bidder with Seal.

Annexure VI

AUTHORISATION from principal manufacturer/importer/Indian Subsidiary

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

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

Subject: Regarding authorisation for our products.
Ref.: Your NIB no. .....dated.....
Name of items.....

Dear Sirs,

I/we.....(Name) for M/S.....*(Name of firm)* who are proven and reputable manufacturers .....*(Name of item)* having factory at ..... *(Address of Factory and Office)* hereby authorize M/S..... *(Name of Bidder firm)* to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred bid documents/NIB for the above goods manufactured / imported 2by us.

I/we further confirm that no supplier or firm or individual other than M/S..... *(Name of bidder firm),* 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 us.

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

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

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

Yours faithfully,

(Name & Signature)..... *verification and signature by bidder*
For M/s ..... Seal and address of bidder
AUTHORISED SIGNATORY

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

Annexure VII

((On letter head of Chartered
Accountant))

ANNUAL TURN OVER STATEMENT

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

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

Sl. No.	Financial Years	Turnover in Lakhs (Rs.)
1.	1st year	
2.	2nd year	
3.	3rd year	
	Total -	_____Lakhs

Average gross annual turnover _____Lakhs

Note : The Financial year of 2025-26 shall be considered for the last three years only, if the audited balance sheets are furnished for the period.

Note :

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

Date Signature of the bidder Signature of Auditor/Seal
Chartered Accountant
(Name & Address.)
Tel. No.
UDIN NO.

(On Firm's letter head)

Memorandum of Appeal

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

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

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

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

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

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

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

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

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

Place .....
Dated .....

Appellant's signature

Section V: Schedule of Supply

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

Section V: Schedule of Supply

Clause No.	Description
1	**List of goods and related services**
1.1	Name of item.....
1.2	Related services are delivery, local transportation, installation, commissioning, demonstration and training etc.
1.3	Guarantee period starts from the date of successful installation for a period of five years.
1.4	Comprehensive maintenance contract shall be executed for a period of five years from the date of completion of guarantee period. However, JKMSCL may, if deemed fit, enter into third party agreement under comprehensive equipment maintenance programme, Govt. of India.
2	**Delivery and completion schedule**
2.1	**SUPPLY ORDERS AND SUPPLY SCHEDULE:**
2.1.1	Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of e mail/fax/other communication shall be treated as the date of order for calculating the period of execution of order. The successful bidder shall execute the orders within a delivery period of 60 days or as specified in the supply order from the date of issuing supply order and handing over of space with the availability of power & other requisite installations by the end users.
2.1.2	In case of imported items, 30 days will be given in addition to above mentioned period, as mentioned in condition No. 2.1.1 above.
2.1.3	The successful bidder shall acknowledge the receipt of orders, if any, within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. However finalization of annual Rate contract does not mean mandatory issuance of supply order. Supply order shall be as per the requirements of items at various end-users.
2.1.4	The Site of delivery shall be Drug ware House of JKMSCL or as per the requirement of the Department . The bidders can visit the site after seeking permission from the competent authority before quoting their rates.
2.1.5	To ensure sustained supply without any interruption, the JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders on L1 matched rates only. In such a case, the requirement may be met by dividing be quantity among the R/C holders considering the quantity required and dedicated capacity of the successful bidders.
2.1.6	The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders.
2.1.7	It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if taken, as argument for non-supply/delayed supply will not be entertained.

2.1.8	The figures indicated, if any, do not constitute any commitment on the part of JKMSCL to purchase any of the articles and the quantities shown therein against each or in any quantity whatsoever and no objection against the quantity of the indent of approved item being more or less than the indicative quantity will be entertained and shall not be acceptable as a ground for non supply of the quantity indented.
2.2	**PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**
2.2.1	If the JKMSCL procures less than the quantity indicated in the bidding documents (if asked) the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
2.2.2	If the bidder fails to supply, the JKMSCL shall be free to arrange / procure the item(s) from other sources and the extra cost incurred shall be recovered from the supplier.
2.3	**SUBMISSION OF CONTRACT COMPLETION REPORT**
2.3.1.	A consolidated statement shall be submitted to General Manager, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.
2.3.2	Firms shall have to submit consolidated statement in duplicate at the end of rate contract as well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable the corporation to examine the case for refund of performance security.
2.3.3	The consignee shall intimate the contract /supplier about the defect (s) at once in such a manner, so as to reach the office of the firm immediately and before completion of guarantee period. It shall be the responsibility of the consignee to get the complaint of guarantee period. It shall be the responsibility of the consignee to get the complaint of defective equipment of defective performance registered immediately with the office of JKMSCL.
2.5	**PACKING & INSURANCE:**
2.5.1	The good shall 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 of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred.
2.5.2	The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its representative to verify any damage or loss discovered at the consignee's store, if it so likes.
2.5.3	The material received with damaged packing (or) without packing as per terms & conditions of NIT (or) in damaged state, shall be liable to the minimum penalty of 2.5% of the value of the damaged item (or) quantity received with damaged packing. Further packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall

	not be returned to him.
2.5.4.	**Packing specifications (For Basic Items)** Schedule for packing – General specifications 1. All items should be packed only in first hand boxes only. 2. Label: Every box should carry a large outer label clearly indicated that the product is for **"JKMSCL Supply" for the year, "Not for Sale "** 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. **Note: The weight/size of the box for packing the item may vary for the safe delivery/installation of equipment. Any deviation in the packing, if necessary shall be made after getting permission from JKMSCL.**
2.6	**REJECTION OF GOODS:**
2.6.1	Articles not as per specification/ or not approved shall be rejected by the corporation / consignee and will have to be replaced by the supplier firm at its own cost within 15 days or with time limit fixed by the corporation.
2.6.2	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/specifications/ 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/specifications. The decision of JKMSCL as to the quality of stores is final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard, that 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.
2.6.3	The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned shall take reasonable care of such material upto 15 days from the date of intimation only but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises. In case firm fails to remove the items within fifteen days, JKMSCL shall have full right to get the said item(s) removed & destroyed at the cost & risk of supplier/bidder, without any further correspondence. The destroying charges as per the actual plus 1% penalty shall be deducted from any amount payable to the firm.
2.6.4	No payment shall be made for defective/incorrect items.
2.6.5	In case firm wants to take back item to their service station for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. In no case the defective equipment is allowed to be installed after rectification.
2.6.7	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 in transit, the bidder shall be responsible. No extra cost on such account shall be admissible.
2.7	**Payment Terms (For items quoted in foreign currency)**

2.7.1	**<u>For Payment through Letter of Credit (for imported items only)</u>** ***100% payment shall be released against 20% Bank Guarantee valid for a period of 12 months, to be submitted by the bidder. The BG shall be released on successful installation of the Machinery*. Letter of credit would be opened subject to following additional conditions**:- 1. At site LC would be opened. 2. In case of supply through sea, LLOYD A level vessel would be used for shipment of supplies which should not be more than 15 years old. 3. Supplies shall be insured by the OEM till the final delivery site shall also include "Force Majeure" 4. Pre-dispatch inspection shall be carried out by OEM by certified inspection agency before shipment of supply. 5. ***The product shall be comprehensively insured upto site of installation for all type of insurance.*** 6. ***The charges of the L.C charged by the Govt. shall be borne by the firm.*** **<u>For Indian items</u> :** Payment shall be made after successful installation and commissioning of the equipment duly certified by Head of the concerned department.
2.7.2	Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
2.7.3	Payment to the authorised representative shall be made as per the tripartite agreement with the Corporation i.e JKMSCL on the basis of Annexure AII to be uploaded along with e.bid.
2.7.4	No advance payments towards cost of items shall be made to the bidder.
2.7.5	If at any time during the period of contract, the price of bid 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 Managing Director JKMSCL immediately about it. Purchasing authority shall be 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 this reduction of rates comes to the knowledge of JKMSCL in later stage, additional payment made w.e.f of the details of rates shall be charged from the firm with 1.5% monthly interest from the date/till rates have been reduced besides action as desired fit by JKMSCL which may be debarring/any other penalty as per penalty clause.
2.7.6	In case of any enhancement in taxes/duty due to notification of the Government after the date of submission of bids and during the bid period, the quantum of additional taxes/duty so levied shall be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the bid. For claiming the additional cost on account of the increase in tax/ duty, the bidder should produce a letter from the concerned authorities for having paid additional tax/duty 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 taxes/duty of items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of taxes/duty of items will be deducted without any change in the basic price structure of the items approved under the bidder.
2.7.7	In case of successful bidder has been enjoying exemption on any criteria,

	such bidder will not be allowed to claim taxes/duty at later point of time during the tenure of contract, if the taxes/ duty become chargeable on goods manufactured due to any reason.
2.7.8	If there is any hindrance by the consignee to provide the required site for installation the part payment of equipment shall be made / decided by JKMSCL. In that case, the firm has to inform JKMSCL immediately.
2.8	**LIQUIDATED DAMAGES:**
2.8.1	The time specified for delivery in the bid form shall be deemed to be the essence of the contract a nd the successful bidder shall arrange supplies within the period on receipt of order from the purchasing officers.
2.8.2	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%. Rest of the terms and conditions of SPP with regard to penalty clause shall remained unchanged Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days
2.8.3	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to Managing Director JKMSCL, J&K, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be released by corporation after sanction of extension in delivery period.
2.8.4	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without liquidated damage.
2.8.5	If the bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder. The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
2.8.6	LD for damaged packing or loose packing equivalent to 2.5% of the value

	of the products received with damaged packing or in loose packing or with packing not conforming to the terms and conditions, specified in the tender document.
2.9	**RECOVERIES:-**
2.9.1	Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the JKMSCL. In case recovery is not possible, action will be taken as per prevailing Acts/rules in J&K State.
2.9.2	Any recovery on account of liquidated damage charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the JKMSCL can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with JKMSCL against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with JKMSCL but decision of Managing Director JKMSCL, J&K regarding authenticity of sum payable shall be final.
2.9.3	Testing & Handling Charges : the testing and handling charges to the tune of 1.5% of total cost shall be deducted from the invoices raised by the approved bidder against the supply orders placed from time to time.

3. Technical Specifications:

Annexure: A-III (technical specifications attached for Table I)

General features:

i. Bidders are requested to send printed descriptive literature/catalogue of the quoted items duly sealed by MD/Chairman/authorised signatory of the firm/bidder in the office of Jammu and Kashmir Medical Supplies Corporation Ltd. one day prior to last day of uploading of the bid. The catalogues alongwith compliance sheets should also be uploaded with the technical bid.

ii. If bidder supplied to or have rate contract of quoted items with any other Govt. institutions within one year, he may be asked to provide copies of purchase orders, invoices and rate contract.

4) .Drawings if any to be attached with the technical bid.

5. Inspection and Tests

Clause No.	Description
5.1	**INSPECTION OF EQUIPMENTS AND INSTRUMENTS:-**
5.2	The equipments supplies shall be according to technical specifications and shall be inspected by the committee constituted by JKMSCL 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. The inspection and testing of the material may be got done by any inspecting Agency/team of experts at site of installation/commissioning. The supplier shall provide all facilities for inspection/testing free of cost.
5.3	Notwithstanding the fact that the authorized inspecting team had inspected and/or has approved the stores/articles, any officer(s)/team of officer nominated by the corporation may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract/supply order.
5.4	In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee shall not accept the material and shall inform the corporation within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to replace the defective equipment/item within 15 days of receipt of intimation from the consignee/corporation. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection/testing charges, if any, shall be borne by the supplier.
5.5	The corporation/technical expert or team shall match the specification with available reserved sample with the corporation which is submitted by the firm/supplier at the time of technical approval before release to end user. .
5.6	In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un- inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.

Section VI A: - General Conditions of Contract (GCC)

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SECTION VI A: - GENERAL CONDITIONS OF CONTRACT (GCC)

Bidder should read these terms & conditions carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the bid notice/ catalogue, he should refer these to the Jammu and Kashmir Medical Supplies Corporation, J&K, before submitting bids and obtains clarifications. The decision of the Managing Director Jammu and Kashmir Medical Supplies Corporation, J&K, shall be final and binding on the bidder. The clauses of terms & conditions are as follows:-

Clause No.	Description
1.	**Definitions**
	The following words and expressions shall have the meanings hereby assigned to them: **'Act/Rules'** means Acts & rules prevailing in J&K Union Territory in terms of procurement. '**Completion**' Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract. "**Contract**" Means the Agreement entered into between the procuring entity and supplier, together with the contract documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. "**Contract Documents**" Means the documents listed in the agreement, including any amendments thereto. "**Contract Price/Rate**" Means the price payable to the supplier as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract. "**Day**" Means calendar day. "**Delivery**" Means the transfer of the goods from the supplier to the procuring entity in accordance with the terms and conditions set forth in the contract. "**GCC**" Means the general conditions of rate contract. "**SCC**' Means the special conditions of rate contract". "**Goods**" Means all of the commodities, raw material, machinery and equipment, documents, warrantees and /or other materials that the supplier is required to supply to the Procuring Entity under the Contract. "**Procuring Entity**" Means the entity purchasing the goods and related services, Managing Director Jammu and Kashmir Medical Supplies Corporation, J&K, or as specified in the special conditions of the contract (SCC). "**Related Services**" Means the services incidental to the supply of the goods, such insurance, installation, training and initial maintenance, commissioning of equipment or machinery and other similar obligations of the supplier under the contract. "**Subcontractor**" Means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the goods to be supplied is subcontracted by the supplier.

	"**Supplier**" Means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the procuring entity and is named as such in the agreement, and includes the legal successors or permitted assigns of the supplier. **Authorised representative :** Means the natural person, proprietor or Govt entity, duly authorised by the Managing Director/Prop/Chairman/ Board of Director of original manufacturer/direct importer under their seal signatures duly notarized ; to bid, negotiate, raise the invoice, receive the payment against the supplies made, enter into tripartite agreement within the Corporation i.e JKMSCL, inter-alia. **Authorised signatory:** Means the natural person authorised by the proprietor, Managing Director/Chairman/Board of Director of original manufacturer/direct importer under their seal signatures duly notarized to sign on behalf of the company. "**The Site**" where applicable, means the place of delivery, installation, testing/ commissioning of the goods /equipment or machinery or as mentioned in the supply order. "**Consignee**" Means the receiver of the stores as mentioned in supply order.
2.	**General terms**
2.1	Bids are invited from original manufacturers /direct importers/ authorized representative of the original manufacturer/direct importer.
2.2	Bid shall have to uploaded as per schedule, to JK e-portal : www.jktenders.gov.in. At any time prior to the date of uploading of bid, bid inviting authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, bid inviting authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the bid inviting authority.
2.3	Supplies shall be made directly by the bidder to be called as "Supplier" after finalization of rate contract, and suppliers. Manufacturer bidder should have permission to manufacture the item quoted as per specification given in the bid from the competent authority.
2.4.1	Direct importer should authenticate import/sale license for the product quoted in the bid issued by the competent authority.
2.4.2	In case, the item/product is supplied through authorised representative, product manufacturing permission, import/sale license of the principal manufacturer (s) direct importer (s) shall have to be uploaded along with technical bid.
2.5	Bid shall be have to be loaded on e-portal i.e www.jktenders.gov.in submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation, J&K
2.6	The bidder shall also submit the following documents and certificates along with the bid as per technical bid submission letter:- **(i)** A combined undertaking/declaration regarding that the quoted item: a. Model is of latest technology, the item has not become outdated, that the rate quoted is not more than the rate charged from anyone else, b. That the bidder is not black listed or banned or debarred by central or any state government or its append gages,

	c. Availability of spare parts and consumables for the quoted equipment for at least 10 years/life of the item, from the date of installation. Note : Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of J&K or by any other State/Central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s). **(ii)** The bidder, in case of representative of the manufacturer/direct importer shall submit fresh authorization of the manufacturer/ direct importer duly authenticated and notarized. **PLEASE ALSO NOTE THAT: -** (A) All attested documents must be submitted in English language. If the documents are not in English, translated version of the same, in English, duly signed and attested by authorized translator must be submitted along with copy of original document. (B) All the above mentioned documents should be under the name and address of the premises where the quoted items are actually manufactured/ stored for supply.
2.7	Financial Bid duly filled in (Annexure III/BOQ) giving the rates for quoted items should be uploaded through e portal www.jktenders.gov.in. The rate should not be disclosed/uploaded in the technical bid. Rates uploaded along with technical bid shall means out rightly rejection of bid of the concerned person.
2.8	The required amounts towards cost of bid document and tender processing charges shall be deposited as mentioned at page 5, 01 day before the last date and time of bid submission. All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the criteria laid down by the JKMSCL on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid.
2.9	(i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the articles of association of the bidder company. (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Jammu and Kashmir Medical Supplies Corporation, J&K and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect. The bidder's/contractor's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.
3	**BID SECURITY:**
	(i) Bid shall have to be accompanied with a scanned copy of FDR/CDR/BG/NEFT/RTGS as bid security. The bid security shall have

	to be submitted before the opening of technical bid with a validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. (ii) The bid security of bidder shall be refunded after the earliest of the following events, namely:- (a) the expiry of validity of bid security; (b) the cancellation of the procurement process; or (c) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted. (iii) The bid security lying with the JKMSCL in respect of other bids awaiting approval or rejection or on account of contracts being completed, shall not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item. (vi) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and bid security may be forfeited. Bidder/his representative may also be banned / debarred. Report with police station may also be filed against such bidder/his representative.
4	**FORFEITURE OF BID SECURITY: -**
	The bid security shall be forfeited if: (i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid, (ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder), (iii) The bidder does not deposit the 'performance security' after the supply order is placed/requested for signing the agreement, (iv) The bidder fails to commence the supply of the items as per supply order within the time prescribed, (v) The bidder fails to submit samples/demonstration of quoted item on demand (vi) The bidder violates any of the terms & conditions of the bid document.
5	**WARRANTY CLAUSE:-**
	(i) The bidder would guarantee that the subject matter of procurement would continue to conform to the description and quality as per technical specifications and performs as per descriptions, from the date of delivery/ installation of the said subject matter of procurement. Notwithstanding the fact that the purchaser may have inspected and/or approved the said subject matter of procurement during the guarantee period, if the said subject matter of procurement is discovered not to conform to the description and quality as aforesaid or not performing, as described, the procuring entity will be entitled to reject the said subject matter of procurement or such portion thereof as may be discovered not to conform to the said description and quality or not performing as described. On such rejection, the subject matter of procurement will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The successful bidder shall, if called upon to do so, replace the goods etc. or such portion

	thereof, as rejected by the procuring entity. Otherwise, the bidder shall pay such damages, as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the procuring entity in that behalf under this contract or otherwise. (ii) The bidder shall, during the Guarantee period appearing in the contract, replace the whole subject matter of procurement or part(s), if any, and remove the manufacturing defects, if found during the above period so as to make the machinery and equipment/ordered items operative. (iii) In case of the machinery or equipment/ordered items, the successful bidder shall be responsible for carrying out annual maintenance and repairs on the terms & conditions, as agreed. The bidder shall have to ensure that consumables required for the maintenance of machine/equipment are being supplied free of cost during warranty period. The adequate regular supply of spare parts and consumables per incident for the machinery or equipment, whether under their annual maintenance and repairs contract or otherwise shall be ensured. In case of change of model the bidder shall notify the procuring entity sufficiently in advance, to facilitate procurement of sufficient quantity of consumables/ spare parts from the bidder to maintain the machinery or equipment. In case, any item supplied by the successful bidder does not conform to the required specifications, the payment thereof, if received by the supplier, shall have to be refunded to the Jammu and Kashmir Medical Supplies Corporation, J&K along with interest to the tune of 1.5% per month from the date of release of payment. The supplier will not have any rightful claim to the payment of cost for substandard supplies, which may have been consumed, either in part or whole, pending receipt of laboratory test / inspection report, wherever required. Supply of goods less in weight and volume than those mentioned on the label of the container, the same will be dealt with in the manner prescribed under rules.
6	**MARKING**
	All items and accessories supplied should bear marking "JKMSCL SUPPLY _____(engraved or non removable material) "NOT FOR SALE" or as mentioned in supply order in English, without which the supply will not be entertained. JKMSCL may ask change in art work to be printed on the item at any stage of the contract. JKMSCL SUPPLY (_____) NOT FOR SALE
7	**COMPARISON OF RATES:**
	(i) Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rates must be valid for the entire period of contract. (ii) Consignee may be located at a district headquarter (except equipment/ machinery requiring installation and commissioning, the place may be any other station) or as directed by Jammu and Kashmir Medical Supplies Corporation Limited, J&K and the rates must be quoted accordingly. No cartage or transportation charges shall be payable.

	(iv) The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charges, including transit insurance, and any other levies or duties etc. on the subject matter of procurement. (v) In the event of any subsequent variation (increase or decrease) in the rate of GST or any other taxes by the government (state /UT or central), the same will be admissible accordingly. (vi) If the rates of item quoted are found same from two for more bidders, then the bidders shall be asked to submit revised financial bid, containing reduced rates within given time by Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited, J&K. (vii) The bidder will exercise all due diligence at their own level regarding applicability of other taxes, duties and fees etc. for the unit of supplies as specified in the bid document and accordingly include the same in their quotes. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained later on any account. (viii) No part of the bid document should be detached / deleted. (ix) **For comparison of rates, the average comprehensive annual maintenance charges shall be added to the rate quoted for the equipments, if comprehensive annual maintenance is applicable.**
8	**SUBMISSION OF SAMPLES/CATALOGUES AND DEMONSTRATION**
	(i) Catalogues/samples of the quoted item(s) must be sent free of cost to JKMSCL even though the specifications or description etc. are mentioned in the bid form are complied. (ii) Samples of items(s) should be collected back from the JKMSCL, J&K within 15 days from the date of finalization of list of successful bidder/demonstration of product before the expert panel. The corporation shall not be responsible for any damage, wear and tear or loss during the course of testing / examination, etc. The corporation may retain the sample of approved item for one month beyond expiry of contract. The corporation shall not be responsible for any damage, wear and tear or loss in this period. The corporation shall not make any arrangement for return of samples even if the bidder agrees to pay the cost of transportation. (iii) The bidder may be asked to demonstrate the technique, procedure and utility of item as per specifications given in the bid document before the technical committee constituted by the Corporation for the purpose. In case of heavy equipment, the demonstration may be carried out at the nearby place where the equipment has been installed by the bidder. In that case, the decision of the technical committee shall be final. The firm shall keep ready the quoted item and arrange all logistics within the time frame as and when asked by the JKMSCL. After the due date, no request of the bidder/firm shall be entertained for demonstration. (iv) Sample should be strictly according to the item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below: a. Name and full address of the firm b. Catalogue no. and name of the item

	c. Name of section d. Name of manufacturer e. Brand (v) No change in marking on sample will be allowed after the submission of the sample.
10	**PERFORMANCE SECURITY (P.S.) AND AGREEMENT:**
	(i) The successful bidder shall submit the original copy of Bid document signed on each page **at the time of agreement**. However, while uploading the technical bid, only the declaration regarding acceptance of terms & conditions shall be uploaded. (ii) The period of rate contract shall be 24 months from the date of issuance of rate contract. The Managing Director, JKMSCL can extend the original rate contract subject to original terms and conditions for a period deemed fit by them, but not exceeding three months, for which the bidder shall abide. (iii) Successful bidders, whose offers are accepted, shall have to deposit performance security @ 3% of the value of the supply order in favour of Chief Accounts Officer, JKMSCL within 15 days from the date of issuance of letter of intent. The performance security shall be deposited in the form of FDR/CDR/B.G (Bank Guarantee)/NEFT/RTGS. However, the bank guarantee shall be for a validity period of six months, beyond the guarantee period sought for the item. (iv) In case of successful bidder(s), the amount of bid security shall be adjusted for performance security for the supply order placed to the firms/bidders. The amount of performance security, if exceeds the bid security, it shall be deposited by the firm against the supply orders issued from time to time. (v) The firm may submit bank guarantee issued by any scheduled/nationalised bank. The minimum validity of bank guarantee should be six months after completion of guarantee period for the item. (vi) The Performance Security: The Performance Security (P.S.) shall be 3 % of the total value of stores ordered for supply. The payment shall not be released against supplies untill the additional Performance Security due is deposited by the supplier or additional. (vii) The performance security shall be refunded after six months after satisfactory completion of contract and after satisfying that there are no dues outstanding against the bidder subject to guarantee provisions. (viii) It is to be noted that earlier year's bid security and performance security, even if lying in the JKMSCL shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited. The JKMSCL shall pay no interest on bid security or performance security amount. (ix) Successful bidders shall have to execute an agreement on a Non-Judicial stamp paper of an amount mentioned in the offer letter, in the prescribed form with the JKMSCL and deposit performance security within 15 days from the date of acceptance of the bid is communicated to him. However, Managing Director JKMSCL, J&K may condone the delay in execution of contract by the bidder. The expenses in this regard shall be borne by the successful bidder. The validity of contract under this agreement shall be for a period as

	mentioned. (x) The bidder shall furnish the following documents at the time of execution of agreement:- (i) Attested copy of partnership deed in case of partnership firms. (ii) Registration number and year of registration, in case partnership firm is registered with registrar of firms; (xi) Address of residence and office, telephone numbers, in case of sole proprietorship with : (i) Registration issued by registrar of companies under Registrar of companies Act 1956, in case of company. (ii) Comprehensive maintenance agreement, if applicable. (xiv) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of performance security shall be liable to forfeiture by JKMSCL, J&K and decision of Managing Director JKMSCL J&K shall be final. (xv) The rate contract can be repudiate/rejected at any time by the Managing Director JKMSCL, J&K if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Managing Director JKMSCL, J&K may terminate the agreement of contract at any time without notice/intimation to the successful bidder.
11	**SUPPLY ORDERS:**
	(i) Supply order shall be placed through registered post/e-mail/any communication medium by the JKMSCL. The date of receipt of letter of communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a period of 60 days or as specified in the supply order. (ii) The successful bidder acknowledge receipt of orders within 7 days from the date of dispatch of order, failing which the procuring entity may be at liberty to initiate action to purchase the items on risk & cost purchase provision. (iii) In case of imported items, 30 days shall be given in addition to above mentioned period, (iv) Except, for equipments / machinery, which requires installation / commissioning, all other supplies shall have to be to FOR district drug warehouse only. In case of non-viable size of order for supplies, the corporation shall take appropriate decision on representation from the supplier on case to case basis. The consignee for supplies shall be JKMSCL. (v) To ensure sustained supply without any interruption, the Managing Director, JKMSCL reserves the right to have more than one approved supplier from amongst the qualified bidders as matched L1 supplied at matched L1 rates. In such a case, the requirement may be met by dividing be quantity among the rate contract holders considering the quantity required and dedicated capacity of the successful bidders. (vi) The ready stock position of the item, if provided by the firm, may be considered by the corporation for the placement of supply orders. (vi) It may be noted that the JKMSCL does not undertake to assist in the procurement of raw material, whether imported or controlled or restricted, and as such the bidders must offer their rates to supply the specific items from own quota of raw material stock by visualizing the prospect of availability and requirement. Any of the above points if

	taken, as argument for non-supply/delayed supply will not be entertained.
12	**SUBMISSION OF CONTRACT COMPLETION REPORT**
12.1	A consolidated statement shall be submitted to General Manager, EPM by the 10th of each month. Every time the statement should contain details of all orders placed under the contract.
12.2	Firms shall have to submit consolidated statement in duplicate at the end of rate contract well as after expiry of equipment / instrument guarantee period (as provided in guarantee clause of the contract) to enable JKMSCL to examine the case for refund of performance security.
12.3	The end user shall intimate the complaint/defect arise immediately to the manufacturer/importer/representative with copy to JKMSCL for further follow up..
13	**LIQUIDATED DAMAGES:**
	I. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers. II. In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%. Delay beyond 120 (for Indian products) and 150 days (for imported products) shall be treated as unexecuted and attract penalty @20%. III. Penalty shall not be imposed if claim with regard to any supply i.e. Drugs/Equipment is complete in all respects i.e. QC verification/Board verified etc. is not cleared by the JKMSCL within a period of 60 days. IV. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. V. The maximum amount of agreed liquidated damage shall be 20%. VI. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D, JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL. VII. 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. VIII. 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). IX. If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer 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 from JKMSCL. 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 or any other law for the time being in force. 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. X. In case of wrong quoting, (or) if successful bidder refuses (or) fails to execute the supplies on the basis of wrong quoting of rates, 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.
14	(i) JKMSCL shall procure the MMU for Health & Medical Education Institutes of UT of J&K inter-alia. (ii) The funds shall be transferred to JKMSCL with indent form and supply orders shall be placed by JKMSCL to suppliers.
15	**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.**
16	**INSPECTION:-**
	(i) The equipments supplied shall be according to specifications provided at Section IV (3) schedule of supply and may be inspected by the technical panel/team constituted for the purpose by JKMSCL deemed fit on the site of manufacturer (in case of Indian manufacturer)/ importer (importer site). The manufacturer/importer shall facilitate

	the demonstration of the said machine/equipment/on the site only. After the receipt of "Certificate of satisfaction" from the technical panel, the supply order shall placed. 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. The machine/equipment shall be further inspected at the time of installation/commissioning at site i.e the end user site. The supplier shall provide all facilities for inspection/testing free of cost. (ii) Notwithstanding the fact that the authorized inspecting agency had inspected and/or has approved the stores/articles, the procurement officer or his representative may inspect the item/material as soon as it is received in the stores to ensure that the supply is in accordance with the specifications laid down in rate contract. (iii) In case of doubts in inspection/ test, same may be got inspected or tested in any laboratory. If the material is not found as per specifications or defective, consignee will not accept the material and shall inform the JKMSCL, J&K within 3 days. Consignee may also simultaneously ask the firm for removal of defect/replacement. The firm shall be bound to remove the defect or replace the defective equipment/item within 15 days of receipt of intimation from the consignee. However, the date of delivery, in case of defective item shall be taken as the date on which the JKMSCL accepts the item after replacement of defective material/removal of defects as the case may be. Wherever defective item is replaced, the inspection / testing charges, if any, 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) In case of imported item, the supplier shall ensure that the item shall be inspected by the third party inspection agency before dispatched to the consignee. In case any un-inspected item has been found in the item received by consignee, the firm shall be solely responsible for it and the JKMSCL shall be free to take suitable necessary action as per terms and conditions of bid documents/agreement against the firm.
17	**PACKING AND 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 of otherwise in any situation. The insurance charges will have to be borne by the supplier and the corporation shall not be required to pay any such charges, if incurred. (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by sea, rail, road or air and delivery of material in good condition to the procurement officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the checking/inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its representative to verify any damage or loss discovered at the consignee's store, if it so likes. (iii) 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 JKMSCL and the same shall not be returned to him.

18	**REJECTION**
	(i) Articles not as per specifications/or not approved shall be rejected by the JKMSCL and will have to be replaced by the supplier firm at his own cost within 15 days or as time limit fixed by the JKMSCL. (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 Managing Director JKMSCL as to the quality of stores be final and binding upon the bidder. In case any of the articles supplied are not found as per specification or declared sub-standard/spurious, that shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account. (iii) The rejected item must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned 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. (iv) No payment shall be made for defective/incorrect items. However, if payment has been made, then defective items 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 performance security as per condition No. 18). Joint inspection of defective material may be carried out as required by the JKMSCL. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS. (v) In case firm wants to take back item to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier has not received any payment then material be returned to supplier firm for rectification. 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 in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.
19.	**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 subtotals, the subtotals shall prevail and the total shall be corrected. (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.
20	**PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**
	(i) The quantity of equipments and instruments 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 Managing Director JKMSCL J&K 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. (i) If the Bidder fails to supply the Managing Director JKMSCL J&K shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
21	**VALIDITY OF BID:**
	Bids shall be valid for a minimum period of 120 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid security shall not be forfeited.
22	**PRICE ESCALATION:**
	Price escalation or price variation shall not be applicable or considered under any circumstances for the purchases made under this bid or agreement. However, the provisions provided for tax variations are exclusive to this clause.
23	**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 Limited 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 Government may sustain in consequence or arising out of such replacement of the contract.
24	**FALL CLAUSE:-**
	(i) The prices under contract shall be subject to price fall clause. The prices charged for the store supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the stores of identical description to any other persons during the period of the contract anywhere in India. If 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 State /UT of India at any time during the currency of contract including extension period, the contract price shall be automatically 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. (ii) The firms holding parallel rate contract shall also reduce their price. Firms shall

	notify their reduced price and intimate their acceptance to the revised price within 15 days to JKMSCL. Similarly, if parallel rate contract holding firm reduced its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.
25	**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 mislead so as to obtain a financial or other benefit or avoid an obligation; c) Not indulge in any collusion, bid rigging or any-competitive behaviour 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. **Conflict of Interest :** 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. The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or

	f. 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 of the bid; or 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. 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.
26	All correspondence in this connection should be addressed to the Managing Director JKMSCL, J&K. Technical questions should be referred to the Managing Director JKMSCL, J&K direct by correspondence or by personal contact.
27	(i) Direct or indirect canvassing on the part of bidders or their representative shall disqualify their bids. (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) no longer has the technical staff or equipment considered necessary ; (c) 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 ; (d) The firm is suspected to be doubtful loyalty to state. (e) The State Bureau of Investigation (SBI) or any other Investigating agency recommends such a course in respect of a case under investigation. (f) Managing Director JKMSCL, J&K 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 in business dealing with it banned.
28	No action on the letter head of the bidder /firm regarding any complaints against the JKMSCL will be considered unless the letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.
29	(i) If any certificate/documents/information submitted by the bidder found to be false/ forged/ fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period. (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
30	The JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid 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.
31	**GRIEVANCE**
	Grievance regarding interpretation of any clause of the contract/agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification**.**
32	**ARBITRATION**

	33.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the Union Territory of Jammu and Kashmir and the laws of India as applicable to the Union Territory of Jammu and Kashmir. 33.1.1 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 33.1.2 The other party shall, within thirty days of issuance of dispute notice issued, furnish: I. Counter claim and defences, if any, regarding the dispute; and II. All written material in support of its defences and counter claim 34.1.3 Within thirty days of issuance of notice by any party pursuant to para 29.1.2 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. **Dispute Resolution: Besides, as referred above 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 Administrative Department H&ME, who will, through Law Department, appoint a senior most officer as sole Arbitrator, of the dispute, who 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.** **Note**: - 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 and such interpretation(s) given shall not become subject matter for reference to Arbitration
33	The JKMSCL will have the right of rejection of all or any of the bids without assigning any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in Table I is also reserved by the Managing Director JKMSCL, J&K
34	Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
35	The bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in toto. The Signing of Annexure A1 shall be treated as acceptance of all the terms and conditions of the bid document.
36	The Managing Director JKMSCL, J&K may relax or change/ modification in terms and conditions in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from

	Purchase committee of Managing Director JKMSCL, J&K as the case may be.
37	**JURISDICTION:-** All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in J&K only.

Section VI B: - Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clauses of special conditions of contract are as follows:-

Clause No.	Particulars
1.	Technical details, bid security, tender cost, tender processing fee and all other required documents should be uploaded under **Cover "A" Technical Bid** and financial details (BOQ) should be uploaded under **Cover "B".** No document except financial instrument (DD/FDR) & catalogues of the bid items shall be entertained physically by the Corporation.
2.	Pre-requisite, if any, for installation, including UPS, computer, printer, and other items should be provided by the firm in technical bid and financial bid respectively.
3.	Firm shall provide comprehensive maintenance with spare parts for item(s), as mentioned in Technical specification (from the date of installation / demonstration).
4.	Conditional bids shall not be considered.
5.	Normally, payment shall be released after installation, demonstration and successful commissioning of equipment/ITEM and satisfactory operational training.
6.	All certificates should be valid on the date of submission of bids and issue of supply order.
7.	The bidder should have well equipped local service centre in India preferably in J&K.
8.	i. The bidder shall be a manufacturer/direct importer/authorised representative of the original manufacturer/importer who must have manufactured/ imported and supplied and installed this equipment(s) in India satisfactorily. ii. The merger / amalgamation / transfer of business / transfer of assets etc. of a firm affects the bid condition relating to 'past performance' in preceding years. In cases where bidder acquired an ongoing business or assets of another entity, eligibility in respect of the past performance and condition relating to minimum turn over in preceding years shall be decided based on specific mention in purchase and transfer of ownership agreement / agreement of sale of business and / or its assets / board of directors (B.O.D) resolution chartered accountant certification or any other document (s) in this regard, which the bidder shall have to submit preferably with the bid. The eligibility of a bidder in this regard shall be ascertained by the purchase committee on the basis of the above stated agreement or any other document(s) and the decision of purchase committee shall be final.
9.	The name, make, model and brand of equipments, which are offered, should be mentioned in against each item. Mere indication of English/USA/Indian will not serve the purpose.

10.	In the case of supply of imported item the suppliers may be asked to furnish a certificate to the effect that the firm has completed all the formalities in connection with import of the item in question.
11.	In case the item approved by the JKMSCL is procured by any other department on the rate contract of JKMSCL, the administrative charges to the extent of 5% of the invoice value shall be deposited by the approved firm or else, the firm/supplier shall be liable to be penalised which may lead to blacklisting/debarring from entering into the tender process for not less than 05 years by JKMSCL besides forfeiture of earnest money or any other action as deemed fit by the Managing Director, JKMSCL.
13	The Supplier/service providing firm shall be liable to pay a **penalty of Rupees five thousand per day,** if the firm didn't respond after 48 hours from the time of receiving first complaint. The complaint may be sent to firm by way of telephone /fax/letter or e-mail. The amount of liquidation damage shall be directly deducted from the security deposit of the firm at the time of refund or before by way of any adjustment order. All breakdown calls to be attended within 24 hrs at (within city limits) and 48 hrs for other districts/peripheral areas

APPLICABILITY OF CLAUSES: - All the clauses from 1 to 38 of general terms and conditions and from 1 to 13 of special terms and conditions and their annexure, formats & enclosures are applicable for the bid items.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited

I/We have read the above terms and conditions and I/We agree to abide myself/ourselves by the above terms & conditions of the bid document

Signature of bid with seal

Section VI C: Contract Forms (CF)

Table of contents

S.No.	Description	Pages
1.	Declaration of bidder regarding acceptance bid for terms & conditions (Annexure A1)	
2.	Agreement Form	To be downloaded from the website
3.	Form for bank guarantee (on bank letter head)	To be downloaded from the website
4.	Format-Authorized Representatives/Agents of Original Manufacturer/Direct Importer (Annexure AII)	
5.	Technical Specifications (Annexure AIII)	

Annexure AI

(On Letter Head of the Bidder)

DECLARATION

I/We M/s. ..... represented by its Proprietor/managing Partner/Managing Director having its Registered Office at ..... and its Factory Premises at ..... do declare that I/we have carefully read all the conditions of bid no. ..... Dated.....including all the amendments in ..... Ref. .....for supply cum rate contract of ..... **Item name .....** for Jammu and Kashmir Medical Supplies Corporation Ltd. for the year 2022-23 and accepts all conditions of bid including amendments, if any.

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.

Signature & Seal of bidder
Name & Address:

Annexure AII

Format-Authorized Representative of Original Manufacturer/Direct Importer

In case, original manufacturer/direct importer wish to authorise any representative to bid, to negotiate, to raise invoice to receive payments on behalf of original manufacturer/direct importer/against invoice raised by representative.

The Managing Director,
Jammu & Kashmir Medical Supplies Corporation Ltd.
J&K
Dear Sir,

We _____ who are established and reputed manufacturers of _____ having factories at _____ Registered office at _____ possessing manufacturing license No. _____ and do hereby authorize M/S _____ (Name and Address of Representative) to submit a bid and subsequently negotiate with you against the above mentioned tender, subject to the condition that I/we, the original manufacturer/direct Importer of the bidding items and our authorized representative _____ are ready to execute Tripartite agreement with the Corporation i.e JKMSCL stating inter-alia that:-

1. The invoice submitted by the authorised representative for such supplies shall be endorsed by me /us i.e. the original Manufacturer/Direct Importer of bidding items and original copy of the delivery challan of Manufacturer's towards authorised representative for such supplies shall also be endorsed along with invoice submitted by our Authorized Representative.
2. JKMSCL may secure an e-mail /alternative confirmation for authenticity of such supplies from Manufacturer/Direct Importer, before releasing the payment, which we are committed to provide.
3. The payment shall however be released on the terms and conditions of tripartite agreement to be signed between JKMSCL, Original Manufacturer / Direct Importer and the authorized representative of Original Manufacturer / Direct Importer of the bidding items for such supplies made by the authorized representative, on behalf of me / us.
4. In case of change of Dealership we shall be responsible for providing after sales services and maintenance of the equipment free of cost during the warranty period..

No company or firm or individual other that M/S _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

I / we, further agree to comply with the conditions specified under Clause 2(a) –Eligibility Conditions, of the tender document. We hereby extend our full guarantee as per the tender conditions for the goods offered for supply against this invitation for bid by the above Firm.

Yours faithfully
Name
For and on behalf of M/S
(Name of the manufacturer/Direct Importer)

Note: This letter of authority should be on the letter head of original Manufacturer/Direct Importer of bidding items **and should be signed and sealed by the Proprietor/ Managing Director of the firm / authorized signatory and shall have to be duly notarised.**

Signature Not Verified
Digitally signed by MOHD SHAFI KOKA
Date: 2026.06.03 18:03:24 IST
Location: Jammu and Kashmir-JK