



NOT TRANSFERABLE

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Jammu Office: Plot No. 9, Transport Nagar, Narwal (J&K)-180006: **Tele:** 0191-2490001; **Telefax:** 0191-2490902

Srinagar Office: 121-Green Avenue, Hyderpora (J&K)-190014: **Telefax:** 0194-2432008

email: enquirjkmssl@gmail.com; **website:** www.jkmssl.nic.in



JKMSCL

E-BID FOR THE ANNUAL RATE CONTRACT FOR SUPPLY OF HOSPITAL FURNITURE

E BID FOR THE PROCUMENT OF HOSPITAL FURNITURE

(REFERENCE NO: NIT/JKMSCL/FURNITURE/2015/110

DATED: 28/11/2015

LAST DATE OF SUBMISSION OF ONLINE BIDS: 16-01-2016 upto 1600 hrs



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No. JKMSCL/Hospital Furniture/2015/110

Dated: 28-11-2015

NOTICE INVITING BID

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 Annual Rate Contract for the procurement of Hospital Furniture from the manufacturers / direct importers/ authorized distributors/dealers of the manufacturers/direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmscl.nic.in, www.jkmsclbusiness.com, www.jkhealth.org & www.jknhm.com. The cost of the tender along with tender processing fee shall be deposited against the Demand Draft of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs. 5,000/- only as cost of tender & Rs. 5,000/- only as tender processing fee, drawn on any of the Scheduled/Nationalized bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.



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No. JKMSCL/Hospital Furniture/2015/110

Dated: 28-11-2015

NOTICE INVITING BID (NIB)

1. e-bids are invited under two covers from JKMSCL empanelled / registered Manufacturers / Direct Importers / Authorized agents / dealers / Suppliers by Jammu and Kashmir Medical Supplies Corporation Limited, 121- Green Avenue, Hyderpora, Srinagar / Plot No 9, Transport Nagar, Jammu (J&K)-180003, for finalization of Annual Rate Contract for the procurement of Hospital Furniture as listed below:

S No	Name of Article	Quantity	Amount of Bid Security (Rupees)	Place / period of Delivery

2. e-bid are invited as per following time schedule:-

Date of Pre Bid	Receipt of representation / issuance of corrigendum (tentative)	Last Date of download of Bid document	Last Date of Submission of Bid	Date of Opening of Technical bid
1	2	3	4	5
14-12-2015		16-01-2016 1400 hrs	16-01-2016 1600 hrs	18-01-2016 1100 hrs

3. A Pre-Bid Meeting was held as per column No. 1 of the above schedule at 11.00 AM on 14-12-2015 in the **Conference Hall of Jammu and Kashmir Medical Supplies Corporation Ltd, Plot No: 09, Transport Nagar, Jammu (J&K)** to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes, (if required), in bid conditions/ Catalogue shall be done tentatively within two three days. **Bid should be submitted through e-portal only after Pre-Bid meeting including all the Clarifications / Modifications / Amendments.** Corrigendum issued shall be form integral part of terms & conditions of Bid, which shall be duly signed and attached with bid document by the bidder.
4. The Bid is for a Rate Contract.

5. Price preference to the SSI of J&K State as per provisions shall be admissible only in evaluation and award of Contract. However, no concession shall be available for the average annual turnover fixed by JKMSCL.
6. Detailed particulars of the (list of) specified Hospital Furnitures, bid documents & specifications of items may be downloaded from J&K Govt. e-tendering portal www.jktenders.gov.in or JKMSCL website: www.jkmsclbusiness.com; www.jkhealth.org.in ; www.jknrh.com.
7. The bid shall only be submitted through e-procurement portal of J&K Government i.e. www.jktenders.gov.in. **Bids shall not be accepted in physical form in any condition.**
8. An amount of Rs. 10,000/- (Rupees Ten thousand only) comprising of Bid document fee of Rs.5000.00 & Bid Processing fee of Rs. 5000/- and EMD should be submitted in the form of FDR drawn at any of the scheduled / Nationalized Bank in favour of JKMSCL payable at Jammu / Srinagar physically / personally or through Registered post at the office of M.D, JKMSCL, Jammu before one day from the opening of the technical bid. JKMSCL shall not be responsible for any postal delays and therefore, the bidders should ensure that they upload their bids and submit the financial instruments well in advance from the last date for bid submission. The bidders shall submit/upload scanned copies of all the Demand Drafts (for tender charges and EMD instrument) in Technical Bid (Cover-A).
9. **Demand Draft(s) received after the specified time and date shall not be accepted and the bid shall be rejected.**
10. The technical bids shall be opened at Jammu Corporate Office of JKMSCL on 18-01-2016 in the presence of the Bidders or their representatives who may wish to be present.
11. The JKMSCL is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. The Bidders shall have to submit a valid latest 'VAT' clearance certificate (Latest) from the concerned Commercial Taxes Officer and the latest Income Tax Return (Assessment year 2015-16) along with attested copy of 'PAN' Card.
13. It is clarified that the information required in bidding document should be submitted only in Annexures (A to R) without any change or modification in its formats. Bids submitted with changed or modified Annexures / formats shall be rejected.
14. No queries / representations shall be entertained after the pre-bid meeting.

15. **The bidders who will qualify in the technical evaluation have to deposit the samples of their respective quoted items immediately within ten days. No sample shall be accepted after opening of financial bid.**
16. **The bidders who are registered with the JKMSCL needs not to attach documents with Technical bid which they have already submitted at the time of their Registration.**

Note: If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same shall be uploaded on the J&K Govt. tender portal www.jktenders.gov.in; JKMSCL website: www.jkmscl.nic.in; www.jkmsclbusiness.com, www.jkhealth.org.in; www.jknrh.com but shall not be published in any newspapers / journal. In case any inconvenience is felt, please contact on telephone number i.e.0191-2490902 or 0191-2490001 or queries may be e-mailed on address "enquiryjkmscl@gmail.com & jkmsclj@gmail.com.

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd

INSTRUCTIONS TO BIDDERS

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

- 1. Only firms registered with JKMSCL are allowed to participate in the tendering process. The registration of the bidders / manufacturers / dealers shall be carried in the Corporate Offices of JKMSCL i.e. 121- Green Avenue, Hyderpora, Srinagar / Plot No 9, Transport Nagar, Jammu (J&K)-180003, as per the details mentioned in Annexure “S”. The registration shall close seven days prior to the date of uploading the bids on the website of JKMSCL.**
2. Do not submit Bid if the turnover of the firm is less than **Rs. 1.00 Crore**. The turnover should be as per bid conditions.
- 3. Do not quote the products manufactured on Loan license basis.**
4. Certificates/Licenses/Documents which are required should be complete and updated.
5. Tender charges, Bid processing fees and Bid Security (EMD) should be submitted separately for each Bid are **Non-refundable except EMD**.
6. Bid must be as per Terms & Conditions & submitted properly mentioning serial numbers i.e. Technical Bid in Cover-A & Financial Bid (BOQ) in Cover-B through e-procurement portal.
7. No Bid shall be received in the shape of hard copy and Demand draft(s) /Financial Instrument received after prescribed date and time shall not be considered.
8. A Pre-Bid Meeting was held on 14-12-2015 at 1100 hrs in the **Conference Hall of Jammu & Kashmir Medical Supplies Corporation at Plot No:09, Transport Nagar, Jammu (J&K)**, to clarify the issues and to answer the queries on any matter that may be raised at that time of pre-bid in reference to tender. **The issues to be raised during pre-bid meeting should be referred by the bidder to MD, JKMSCL / GM (Adm), JKMSCL, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized.** Representation regarding issues and queries which are discussed in pre bid meeting shall be submitted within three days after pre bid. Representation received after three days of pre bid shall not be considered. Necessary Corrigendum / Modification / Clarification in the bid and specification(s), if required, shall be issued tentatively on seventh day after pre-bid meeting. Please note that bids should be submitted after Pre-Bid meeting incorporating the Corrigendum/ Modification/ Clarification, if any.

9. In case you are given any assurance of any advantage in JKMSCL, by anybody or if you are directly or indirectly threaten or intimated of harming your bidding & subsequent work in JKMSCL, please inform immediately about the same to MD, JKMSCL or GM (Adm) in writing. The complaint should accompany with evidence of such unfair activity of such person(s) so that action can be taken against such person(s)/institution(s) and their details can be put on the website.
10. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, by pledge before the Notary.
 - 10.1 Authorization pledged before the Notary, as given at Sno: 8; should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
 - 10.2. Manufacturer / Importer should not authorize local dealer / supplier / agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
11. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
12. The technical bids shall be opened at Jammu Corporate Office of JKMSCL on 18-01-2016 at 1100 hrs in the presence of the Bidders or their representative who wish to be present.
13. The JKMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
14. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites www.jkmscl.nic.in, www.jktenders.gov.in; www.jkhealth.org.in; www.jknrh.com. Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
15. **The bidders who will qualify in the technical evaluation have to deposit the samples of their respective quoted items immediately within ten days. No sample shall be accepted after opening of financial bid.**

16. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply / delayed supply shall not be entertained.

Managing Director
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(Bid form is non-transferable)

BID FORM FOR RATE CONTRACT OF HOSPITAL FURNITURES

BID REFERENCE. No. JKMSCL/Hospital Furniture/2015/110

Dated: 28-11-2015

1. Date and time of publishing the bid : 30-11-2015 (Monday) at 1200 hrs
 2. Start date and time for download the bid document : 30-11-2015 (Monday) from 1200 hrs
 3. Last date and time for download the bid document : 16-01-2016 (Saturday) upto 1400 hrs
 4. Clarification Start date : 30-11-2015 (Monday) at 1200 hrs
 5. Clarification end date : 17-12-2015 (Thursday) at 1600 hrs
 6. Pre Bid meeting : 14-12-2015 (Monday) (11.00 a.m. to 04.00 p.m.)
 7. Start date and time for submission of online bids : 30-11-2015 (Monday) from 1800 hrs
 8. Last date and time for submission of online bids : 16-01-2016 (Saturday) upto 1600 hrs
 9. Date and time for online opening of technical bids : 18-01-2016 (Monday) from 11.00 hrs
 10. Last date and time for registration : 09-01-2016 (Saturday) upto 1600 hrs
 11. **PLACE OF OPENING OF BIDS** : Conference Hall, JKMSCL; Plot No 09; Transport Nagar; Jammu (J&K)
 12. **Cost of Tender Document** : 5000/- (100/- for SSI Units of J&K State only)
 13. **Tender Processing Fee** : 5000/-
- Note: Tender Cost and Tender Processing Fee can be submitted in the form of Single Demand Draft of 10000/- for General Category and 5100/- for SSI Units of J&K State).
14. **Bid Security (EMD)** :
 - i. Minimum Rs 1,00,000/-
 - ii. For SSI units of J&K state registered with DIC for the Items quoted for, shall be Rs 5,000/- only
 15. **ADDRESS FOR COMMUNICATION:** **Managing Director or General Manager (Adm),
J&K Medical Supplies Corporation Ltd,
121- Green Avenue, New Airport Road,
Hyderpora- Srinagar (Kashmir) &
Plot No 9, Transport Nagar, Narwal, Jammu Pin- 180003**

Declaration Form cum check list

(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the bid floated by M.D., Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the Rate Contract Cum Supply of Hospital Furniture and other sample based items 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 dealer/ supplier/ Agent). I/We enclose valid Manufacturing license/ acknowledgement/ Memorandum/IEM/ Registration of SSI Unit/Import license along with Authorization by Foreign Principal.

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

S.No	Item	Page No.
1	Bid security Con. No. 6 (i) & 11 (Through FDR/CDR)	
2	Bid / Tender charges (Incl. Tender processing fee)	
3	Notary attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit. (Annexure-J)	
4	Copy of Central Excise Registration	
5	Notary attested Photocopy of Import Export Certificate and Permission/ Authorization for sale from the foreign principal manufacturer (Authorization Letter of Principal Company con. No. 6 (iv))	
6	Acknowledgement of EM-II for SSI Units of J&K from Industries Dept Con. No. 6(v)	
7	Affidavit on non judicial stamp paper of Rs. 10/- (Annexure-J) (T&C No.6 (v), 11 (iii))	
8	BIS License with schedule for ISI Marked Products Quoted con. No. 6 (vi)	
9	Notarized photocopy of ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue con. No. 6 (vii & viii)	
10	Average Annual turnover statement for past 3 years certified by C.A. 6 (ix) (Annexure-F)	
11	(A) Latest Sales Tax Clearance Certificate (up to dated 31.03.13). Con. No. 6 (xi)	

12	Balance sheet & P/L Accounts Statements for the last three years	
13	Copy of the PAN Card along with latest Income Tax Return	
14	(B) Specify point of supply with full Address. Con. No. 6 (xii)	Full Address.....
15	Statement of Installed Manufacturing Capacity, Certificate regarding rate reasonability, Undertaking of Non- Debarring 6 (xiii) (Annexure –E)	
16	Statement of Plant & Machinery etc. (Annexure-H) con no.6 (xv)	
17	Signed original bid terms & condition Annexure- B	
18	Statement of Past Supplies and Performance (Annexure- G) Special con no.-11	
19	Rate contract completion report (Annexure-K)	
20	Declaration regarding complying with bid terms and conditions (Annexure-N) in lieu of acceptance of terms & conditions.	
21	Declaration by the Bidder Regarding Qualifications (Annexure-O)	
22	Declaration of manufacture/Direct Importer (Annexure-P)	
23	Corrigendum/modification/clarification uploaded with bid document (if applicable)	
24	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	1.....(Name & Signature) 2..... 3.....

Date

Name and Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid.

TERMS & CONDITIONS OF BID AND RATE CONTRACT

N.B.: BIDDER SHOULD READ TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE SUBMITTING THEIR TENDERS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER NOTICE, HE SHOULD REFER THESE TO THE MANAGING DIRECTOR, JKMSCL OR GM (ADM), JAMMU & KASHMIR MEDICAL SUPPLIES CORPORATION LTD, BEFORE SUBMITTING BID(S) AND OBTAIN CLARIFICATIONS ON OR BEFORE 17-12-2015 THE DECISION OF THE MD, JKMSCL SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

A. General terms & conditions:-

1. E-Tender shall have to be uploaded by or before 16-01-2016 upto 1600 hrs as per schedule (Col No 3) on JK portal www.jktenders.gov.in for finalization of Annual Rate contract for the Supply of Hospital Furniture and other sample based items for a period of 12 months.
2. The Manufacturer(s) / direct Importers / SSI units of J&K State with an Average Annual Turnover as per Table I / Note 6 (II) 2, for the last three financial years, shall be eligible to participate in the bid. Supplies shall be affected directly by the Manufacturers, direct Importers, besides through Authorized distributor(s) / Agents / Suppliers, as per clause 3.1 & 3.2 of General terms & conditions. Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.
3. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, be notarized.
 - 3.1. Notarized Authorization, as given at clause 3; should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/ dealer/supplier.
 - 3.2. Manufacturer/Importer should not authorize local dealer/supplier/agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
4. Bids shall have to be submitted / uploaded on J&K State tender portal, www.jktenders.gov.in only. No bids shall be accepted in physical form as hard copy, except the financial instruments.
5. The Bidder should submit along with the bids the following certificates for the items Bids:-

- (i) Tender / Tender Charges of Rs. 10,000.00 (Rupees Ten thousand only) including Tender processing fee in the form of Demand Draft shall have to be deposited only in original to the Corporate Office at Jammu before the date of submission of the bid, whereas, EMD as applicable in bid condition, may be deposited in the form of FDR/ CDR, pledged to Chief Accounts Officer, Jammu and Kashmir Medical supplies Corporation, payable at Jammu / Srinagar (J&K) in the envelop. However, the scanned copy of all the Demand Drafts / FDR/CDR shall have to be uploaded along with Technical Bid, (Cover-A).
- (ii) (a) Duly attested photocopy of Acknowledgement of EM-II Memorandum / IEM / Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed upto date.
(b) For the Production Capacity and the quality control measures installed at the production unit
- (iii) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central Excise Act.
- (iv) In case of imported items, notary attested photocopy of import license & license for sales issued by concerning licensing authority/Authorization by Foreign Principal, if applicable. The bidder should furnish notary attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the bid. The license must have been duly renewed / valid upto date and the items quoted shall be clearly highlighted in the license.
- (v) Duly notarized copy of Acknowledgement of EM-II issued by District Industry Center with an Affidavit as per **Annexure-J**, under price preference to Industries of Jammu & Kashmir Rules, in respect of stores / Items for which they are registered.
- (vi) Duly notarized copy of BIS license renewed up to date with respective schedule for ISI Marked quoted items, if applicable.
- (vii) Duly notarized copy of ISO Certificate, if applicable.
- (viii) Duly notarized copy of BIS/CE/USFDA/Govt. of India Lab Certificate or Govt. of India Approved Lab Certificate for quoted items as mentioned in bid Catalogue.
- (ix) Average Annual Turnover statement for past three financial years verified by the C.A. and notary public attested.
- (x) Copies of Audited Balance Sheet & Profit & Loss statement certified by the Auditor for the last three FY (2012-13, 2013-14 & 2014-15), if asked for.

- (xi) Duly notarized copy of latest Sales Tax clearance certificate (upto 31.03.2015) from the Commercial Tax Officer of the circle concerned from where supplies will be affected shall be submitted.
- (xii) Declaration regarding point of supply with full address in **Annexure- A**.
- (xiii) The concern/company/firm has not been banned/Debarred for the quoted article(s) by Bid Inviting Authority or Govt. of J&K or by any Corporation or NGO or by any other State/Central Govt. agencies.
- Please note:-** Bid submitted for the quoted article(s) for which the Firm/Company has been banned / debarred / blacklisted either by Bid Inviting Authority or Govt. of J&K or by any Corporation or by any other State/Central Govt. agencies shall be considered as non responsive. This also applies to the firm / company for its allied / sister firms and units.
- (xiv) The concern/company/firm has not been banned / debarred either by Bid Inviting Authority or Govt. of Jammu and Kashmir or any Corporation or by any other State / Central Government agency, on the date of bid submission.
- (xv) The declaration regarding non-conviction.
- (xvi) The firm/bidders should submit the list of plant(s) / machinery, staff, factory area, etc. on non judicial stamp paper of Rs. 50/- (Notarized) in enclosed Performa (**Annexure-H**).
- (xvii) The signed scanned copy of Annexure B in acceptance of terms and conditions or **Annexure L**.

NOTE:

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission. **Un-attested / Un-notarized copies of such documents shall not be considered valid.**
- (B) All attested document must be submitted in English language. If the documents are not in English, they should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
- (C) Other than Sales tax clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
- (D) The point of supply within the state of Jammu & Kashmir or out of J&K state should be specified.
- (E) Tender will be liable for outright rejection if:-

- (i) any rates are disclosed in cover (A).
 - (ii) any discounts / special offers are made in cover (A)
- (F) If any of the above cited item(s) / certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.
6. Financial Bid duly filled as per **Annexure-"D"** giving the rates for Quoted items should be submitted through portal www.jktenders.gov.in (**only on BOQ**). **It should not be disclosed in Technical bid.**

NOTE:

- (A) If any item in catalogue has different sizes, lengths, strength & sub-group etc, Rates of each size, length, strength and sub-group must be filled in separate format(**Annexure "D" / BOQ**).
 - (B) **VAT or CST** should be mentioned clearly & separately.
 - (C) If the **VAT or CST** is exempted it should be specified in **Annexure 'D'**.
 - (D) The bidder who has quoted excise "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
7. **The required financial instruments (Bid / Tender charges, Bid Security) shall be submitted** through DD only (For EMD only FDR / CDR shall also be accepted). Technical bid shall be opened in the presence of Bidder, who chooses to be present. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.
8. (i) In event of Bid being submitted by proprietary firm, tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the bid must be signed by authorized signatory as the manner laid in the Articles of Association.
- (ii) Any change in the Constitution of the Firm / Company shall be notified forth with by the contractor in writing to the MD, JKMSCL and such change shall not relieve any former member of the Firm / Company from the liability under the contract. No new partner / partners shall be accepted in the Firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions and submit with the MD, JKMSCL, Jammu & Kashmir Medical Supplies Corporation Ltd. a written agreement to this effect. The contractor's receipt for acknowledgement or date of any partner subsequently accepted

as above shall bind all of them and will be sufficient to discharge any of the purposes of the contract.

9. The Bidder shall sign the bid for match each page and at the end in token of acceptance of all the terms and conditions of the Bidder and then scanned copy be uploaded on e-portal except BOQ (Annexure-D).

9. BID SECURITY:

- (i) Bid shall be accompanied with an Earnest Money Deposit as indicated against each, with minimum of Rs. 1,00,000/- (Rupees One Lac only). Earnest Money deposit may be submitted / deposited in the form of FDR/CDR before the last date & time of Bid submission. The Bids submitted without sufficient bid security will be summarily rejected.
- (ii) **Refund of bid security:-** The bid security of unsuccessful Bidders shall be refunded within 60 days after finalization of the tender. However, in case of successful bidders it shall be refunded only after the signing of agreement and furnishing of requisite performance security.
- (iii) **Partial exemption from bid security:-** Firms which are registered as SSI Unit(s) are required to pay only 50% of earnest money or Rs. 5000/-, whichever is lower. Bid / Tender charges including tender processing fee for SSI Units shall be Rs. 5100/-.
- (iv) The bid security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders.

10. FORFEITURE OF BID SECURITY:-

The bid security will be forfeited in the following cases:

- (i) When Bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When Bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- (iii) When the Bidder does not deposit the security money after the supply order is given.
- (iv) When he fails to submit samples of quoted item on demand or extended time by competent authority on the request of the Bidder.
- (vi) When Bidder violates the any terms & conditions of the tender document.

11. GUARANTEE CLAUSE:-

- (i) The Bidder would give guarantee that the goods / stores / articles would continue to conform to the description and quality, specified as per technical specification from the date of delivery of the said goods to be purchased and that notwithstanding the fact that the purchaser may have inspected and or approved the said goods / articles if during the guarantee period as per technical specification, the said goods / articles be discovered not to conform to the description and quality as aforesaid / or have determined and the decision of the purchase officer /TIA, JKMSCL in that behalf shall be final and conclusive. The purchaser i.e JKMSCL will be entitle to reject the said goods / stores / articles or such portion thereof as may be discovered not to Conform to the said description and quality, on such rejection, the goods / articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The Bidder shall, if so called upon to do so replace the goods, etc. or such portion thereof as is rejected by the Purchase Officer / Committee constituted for the purpose, otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

12. MARKING

All articles should bear "**JKMSCL SUPPLY–NOT FOR SALE (2015-16)**" as mentioned in supply order in English on each without which the supply will not be entertained.

In case, any item supplied by the approved firm(s) does not conform to the required standard, the payment thereof, if received by the supplier shall have to be refunded to Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test, where ever applicable. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under rules.

14. RATES AND COMPARISON OF RATES:

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the tender and must be offered conforming to the following:-

- (i) Comparison of Rates:- In comparing the rates tendered by firm claiming the price preference operating in the state of J&K and those of other firms / companies not entitled to Price Preference, the element of Sales Tax shall be excluded.
- (ii) Delivery should be given as directed by M.D., Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar at different place in the State of Jammu and Kashmir and rate must be quoted accordingly; the Corporation will not pay any extra carriage or transportation charges.
- (iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including VAT/ CST/ any other tax applicable, transit insurance and any other levies or duties etc. charge on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in col. 7 of the Financial Bid **(Annexure- D)**. In the event of any subsequent variation (increase or decrease) in excise duty *by* the government the same will be modified accordingly.
- (v) The rates should be confined as far as possible to the packing units mentioned in the Catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected. If the prices of items found same from two or more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by JKMSCL.
- (vi) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates. Element of the J&K State VAT or CST or Central Sales Tax should be mentioned separately.
- (vii) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (viii) (A) No paper should be detached from the tender form.

(B) The Bidder shall sign with seal on every page of the bid form and Terms and Conditions (**Annexure-B & L**) in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents with page numbering. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.

(ix) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

NOTE: Specification in Financial Bid [**Annexure-D, (BOQ)**] should not be different from the original tender catalogue specifications, otherwise bid may liable to be rejected

15. SUBMISSION AND RETURN OF SAMPLES DEMONSTRATIONS:

- (i) Bidder should sent Samples of all the quoted items free of cost, within ten days after declaring successful by Technical Evaluation Committee. The specifications or descriptions etc. of the items are mentioned in the bid document. No sample will be accepted after opening of financial bid. In the event of non-submission of samples within the prescribed period, the tender shall not be considered and Earnest Money shall be forfeited. However, JKMSCL may grant extension of time for submission of samples on the request of Bidder but not later than the two days before the date of opening of Financial bid.
- (ii) Samples of the unsuccessful Bidder may be collected back from the GM (EPM), JKMSCL, within the period intimated to him. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing examination etc. The corporation for a period of one month would retain sample of approved items after the expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated period. The corporation will not make any arrangement for return of samples even if the Bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the period allowed for collection and no claim for cost etc. shall be entertained.
- (iii) The tenderer may be asked to demonstrate the technique, procedure and utility of item(s) as per specification of tender document before the technical committee of corporation at store of corporation.

- (iv) Samples should be strictly according to the items quoted in the tender form, failing which these will not be considered. Such sample must be delivered free of charge to the GM (EPM), JKMSCL, Jammu. 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 item.
 - (C) Name of section.
 - (D) Name of manufacturer
- (v) No change in marking on samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.
- (vi) **Original Brochures / catalogues / product information, etc. shall be submitted in separate envelop along with drafts in Jammu Corporate Office to facilitate the technical evaluation committee in evaluation of the product. The brochures, catalogues and other product information submitted should be signed by the authorized signatory of the company / vendor / manufacturer.**

16. SECURITY DEPOSIT & AGREEMENT:

- (i) All firms whose offers are accepted will have to deposit a **security deposit equivalent to 5% of contract awarded for each item** in favor of Jammu and Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar at the time of agreement. The Security Deposit shall be deposited in the form of Demand Draft / Bank Guarantee.
- (ii) The supply orders shall only be placed after deposition of appropriate amount of Security Deposit and its adjustment orders by the Corporation.
- (iii) The Corporation will pay no interest on security deposit/Earnest money deposit.
- (iv) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. 100/- in the prescribed form with the M.D, Jammu and Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender is communicated to him. However, M.D. JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be

paid by the Bidder. The validity of rate contract under this agreement shall be for a period of twelve months from the day of issuance of offer letter (acceptance of rate offer). However, the validity of rate contract can further be extended on the same rate, terms and conditions for the period not exceeding three months by the mutual consent of both the parties.

- (v) 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.
 - (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
 - (iv) Registration issued by Registrar of Companies in case of Company.
 - (v) The Corporation can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by JKMSCL, but not exceeding six months, for which the Bidder will have to abide.
 - (vi) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of Security Deposit shall be liable to forfeiture in full or part by JKMSCL and decision MD, JKMSCL shall be final.
 - (vii) The rate contract cum supply can be repudiated at any time by the M.D., JKMSCL 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, M.D, JKMSCL may terminate agreement of rate contract at any time without notice/intimation to Bidder/ firm/company in public interest.

17. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL/ GM(EPM) JKMSCL through registered post / e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries. **The supplying firms will execute all orders within 60 days for Indian and 90 days for imported items.**
- (ii) The consignee for supplies shall be the M.D / GM (EPM), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the state of Jammu and Kashmir.

- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment as per Annexure ó E may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be consider by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10th of each month to the department.
- (v) The quantity indicated in the catalogues are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the catalogue do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the catalogue and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non-supply on the quantity indented.
- (vii) Price Preference: Upto 15% price preference to be given to SSI units on landed cost. Further, few safeguards added in the procedure to ensure that the SSI units are not forced to accept rates below the quoted rates, if within 15% of the lowest outside bid.

18. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement (Annexure-K) of supplies made, in enclosed formats to each consignee(s) in statement No.1 and to GM (EPM), JKMSCL by 10th of each month duly verified by the consignee(s). Every time, the statement should contain details of all orders placed under the contract. Please note that if statements are not submitted in time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms will have to submit consolidated statement in duplicate at the end of RC to enable the Corporation to examine the case for refund of security money. The consignee will submit every month verified copy of statement No.1 (**Annexure-K**) along with his comment to GM (EPM), JKMSCL for monitoring of receipt of supplies.

(b) Submission of Contract Completion Report:-

- i) The consignee should submit the consolidated contract completion report in the prescribed statement (**Annexure-K**) against each order to the GM (EPM), JKMSCL within 45 days of supply/receipt of material.
- (ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to GM(EPM), JKMSCL within one months of receipt of material.
- (iii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of MD, JKMSCL/GM (Adm, QC & EPM), JKMSCL for taking action against the contractor/supplier. Intimation to the contractor/supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately. Any delay in taking action shall be viewed seriously by the corporation.

19. TERMS OF PAYMENT:-

Payment shall be released after receipt of supply as per supply order and after the receipt of certificate in the regard from the technical panel constituted for the purpose. The payment shall be made provided material is received & duly inspected within the stipulated delivery period at stores in perfect condition and as per specifications. In case of delayed supplies, deduction of Liquidated Damage charges as per provisions shall be made from payments. The firms shall seek time extension from authorities i.e. M.D, JKMSCL, Jammu / Srinagar (J&K) before dispatching the delayed material. Unless otherwise agreed between the corporation and the firm, payment for the delivery of the stores will be made on submission of bills in proper form by the firm. Payment can also be made by account paying bank demand draft on request but bank commission charges or any remittance charges shall be borne by the firm. The payment may be made by MD, JKMSCL or the authorized purchasing officer by JKMSCL.

1. No advance payments towards cost of items will be made to the Bidder.
2. All bills / Invoices should be raised in triplicate and in the case of excisable items, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated by M.D., JKMSCL. The **Annexure-K** shall be attached with bills.
3. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder

himself, the Bidder shall be bound to inform MD, JKMSCL / GM (Adm, QC &EPM) immediately about it. Purchasing authority 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.

4. In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise 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 excise duty of items, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of excise duty of items will be deducted without any change in the basic price structure of the items approved under the tender.
5. In case of successful bidder has been enjoying excise duty exemption on any criteria of Turn over etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.

20. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply:-
 - (a) Delay up to one-fourth period of the prescribed Delivery Period - 2.5%
 - (b) Delay exceeding one-fourth but not exceeding half of the prescribed delivery period - 5%
 - (c) Delay exceeding half but not exceeding three-fourth of the prescribed delivery period - 7.5%
 - (d) Delay exceeding three-fourth of the prescribed period - 10%

- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) 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.
- (vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.
- (vii) If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approved 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).

21. 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.

22. INSPECTION:-

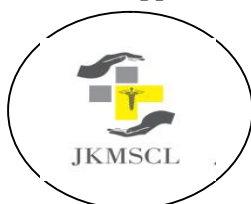
- i) The material will be supplied according to specifications provided at Annexure 'C' and shall be inspected by the agency/ committee/ Technical Panel as mentioned in the supply order or amended thereafter by competent authority. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any Inspecting agency / technical panel constituted for the purpose by JKMSCL at the works of the Manufacturer or at the supply point or at site of Installation. The supplier shall provide all facilities for inspection / demonstration/ testing free of cost.
- ii) Notwithstanding the fact that the authorized inspecting agency/ committee had inspected and/or has approved the stores/articles at the work of the manufacturer or at the supply point, the purchase officer or his duly authorized Expert, shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.
- (iii) In case of doubts in any specific test (where ever applicable), same may be got conducted in any laboratory as per guidelines issued by rate contract concluding authority. If the material is found below specification or defective, it will not be accepted and shall notify the defects to the firm and inspecting agency within 15days. He shall also simultaneously ask the firm for removal of defect / replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective material after inspection or remove defects in the goods with in fifteen days of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the corporation accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to

be replaced it shall be re-inspected by Committee / Inspection Agency. Charges of such re-inspection at the work of manufacturer or at the supply point shall be borne by the supplier.

- (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm / supplier at the time of technical approval.
- (v) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department / Corporation shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

23. PACKING & INSURANCE:

- (i) The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the department shall not be required to pay any such charges, if incurred
- (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Purchase Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking / inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes. Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.
- (iii). **Label:** Every item should carry a large outer label clearly indicated that the product is for **"JKMSCL Supply - Not For Sale (2015-16)"** along with below mentioned logogram and it should carry the correct technical name. However, in case of imported items (s) / foreign manufactured products, the supplies may be arranged without logogram.



24. REJECTION:

- (i) Articles not as per specification/ or not approved shall be rejected by the department and will have to be replaced by the supplier / firm at its own cost within the time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., JKMSCL, (J&K) as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., JKMSCL shall be final.
- (iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Security money as per condition no. 16) Joint inspection of defective material may be carried out as required by the corporation. However, sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- (vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if the firm has deposited required security deposit as per contract.

- (vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

25. CORRECTION OF ARITHMETIC ERRORS:

Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the sub totals shall prevail and the total shall be corrected; and.
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

26. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

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

27. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER (IN CASE OF PROCUREMENT OF GOODS):

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

28. PARALLEL RATE CONTRACT:

The corporation may also execute parallel rate contract to with more than one Firm For each item on the lowest approved prices on the same terms & conditions, if the original Lowest one is not in a position to supply material as per department's requirements.

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
- (ii) Orders will be placed with lowest (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.
- (iv) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v) JKMSCL will inform the L-1 rate to the Bidders who had qualified for Price Bid (Cover - B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders who agree to match L-1 rate, will be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).

- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender document and the delay would occur in executing the order, shall inform the GM (Adm, QC, EPM) JKMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii) If the L-1 supplier has failed to supply / intimate JKMSCL about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, JKMSCL may also place purchase orders with the Matched L-1 Bidders for purchase of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the items quoted by them.
- (ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity then L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.
- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate Supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.
- (x) If the supplier fails to supply the item(s) for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify JKMSCL, WITHOUT ANY PROTEST OR DEMUR, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due / payable to the supplier
- (xi) The supplier shall supply the entire ordered quantity before the end of 60 days including installation from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for JKMSCL, the supply should be completed by 5.00 p.m. on the next working day.
- (xii) In case of imported items 30 days will be given in addition to above mention period.

29. VALIDITY OF TENDER:

Tender shall be valid for a period of one year from the date of issuance of Letter of Intent and may be extended for further 90 days with mutual consent of JKMSCL and firms.

30. PRICE ESCALATION:

Price Escalation or Price Variation shall not be applicable or considered under any circumstances for the purchases made under this tender or agreement. However, provisions provided for tax variations are exclusive to this clause.

31. SUBLETTING OF CONTRACT:

Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Jammu and Kashmir Medical Supplies Corporation Ltd, shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Corporation / Indenting Department may sustain in consequence or arising out of such replacement of the contract.

32. 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. If anytime, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the JKMSCL, Jammu / Srinagar (J&K) and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

33. GRIEVANCE / APPEAL

33.1 In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission.

33.2 If the officer designated as Arbitrator fails to dispose of the grievance filed within the period or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.

33.3 The Designation and address of the final Appellate Authority is Secretary, Health and Medical Education Department, J&K.

(i) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(ii) Form of Appeal:

- (a) An appeal under Para (33.1) or (33.2) above shall be in the Form (Annexure-T) along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(iii) Fee for filing appeal:

- (a) Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only), which shall be 50% refundable, when the case has been proven true.
- (b) The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(iv) **Procedure for disposal of appeal:**

- (a) Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority shall,
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the J&K State tender Portal, www.jktenders.nic.in.

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

Any person participating in a procurement process shall-

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

35. Conflict of Interests-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them. In a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. 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 to the Bid; or
- g. 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.

- 36.** (i) Bidder is requested to send with bid, printed descriptive literature of the quoted items.
- (ii) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should provide copies of purchase orders, invoices and rate contract, if asked for.
- (iii) Bidder shall not make any supply on the RC of JKMSCL to any of the Institute / department within the state of J&K. In case of default, supplier has to deposit 5% of the total value of Purchase Order / Supplies made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm, QC, EPM), JKMSCL.

37. All correspondence in this connection should be addressed to the **M.D, JKMSCL / GM(EPM), JKMSCL; Plot No 9, Transport Nagar, Jammu Tawi, J&K - 180003.**
- 38.
- (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.
 - (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if:-
 - (a) fails to execute a contract or fails to execute it satisfactorily;
 - (b) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;
 - (c) the firm is suspected to be doubtful loyalty to state or country.
 - (d) the State Investigation Agencies or any other investigating agency recommends such a course in respect of a case under investigation.
 - (e) Bidder does not comply to clause 36 (iii), above.
 - (f) MD., JKMSCL is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result ill business dealing with it banned.
39. If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc, the bidder has to deposit Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.
40. (i) Any certificate/documents/information submitted by the bidder found to be false / forged / fabricated etc than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc for the limited or unlimited period
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to 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.
41. The Corporation reserves the right to accept any tender not necessarily the lowest. Corporation may reject any tender without assigning any reasons and accept tender for all or anyone or more

of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.

42. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the MD JKMSCL.
43. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
44. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto. The Signing of **Annexure-L** shall be treated as acceptance all the terms and conditions of the Tender Documents.
45. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
46. **JURISDICTION:-**All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in the State of Jammu and Kashmir only.
47. **SAVING CLAUSE:-**No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.
48. **APPLICABILITY OF CLAUSES:-**All the clauses from 1 to 48 and their Annexures, Formats & Enclosures are applicable for the tendered items.

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

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

B. Special Terms and conditions:-

1. Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be uploaded in Cover "A" and Financial details (BOQ), should be uploaded in Cover "B" otherwise tender will not be considered.
2. Conditional tenders will not be considered.
3. Transshipment will be permitted and partial shipment not allowed.
4. Payment will be released after supply of entire quantity satisfactorily.
5. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.
6. All certificates should be valid on the date of submission of tender & issuing of supply order.
7. The name & make of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English / US / Indian will not serve the purpose.
8. Brochures, catalogues with detailed product information to be submitted in separate envelop along with tender fee and EMD in the office of MD, JKMSCL.

In the case of supply of imported item the suppliers shall furnish a certificate along with the bill to effect that the firm has completed all the formalities in connection with the import.

I / We have read the above terms and conditions and I / we agree to abide by the same.

Date

Signature
Name in Capitals
Company / Firm Seal

LIST OF HOSPITAL FURNITURE ITEMS

S. No	Code	Name of Item	Specifications
1	HFS-001	I.C.U. BED / CCU BED / RECOVERY BED (CB)	<p>Overall Size: Aprox 2120mm L x 1020 mm W x 450 mm To 770 mm H. (Without Mattress). Bed frame size 2070 mmL x 960 mm W. Four section ABS detachable top. Bed should be electrically operated: Remote control or Integrated panel for easy to operate various positions like height, back, foot movement etc. by touching single fold protection button. It should have CPR button for emergency override to return the backrest to flat position quickly and instantly. Battery backup with inbuilt battery charger should be provided. The hand control box and the nurse hand control should have indications for power on and the battery charge. Degree indicator required for backrest, upper leg elevation & Trendelenburg / Reverse trendelenburge positions. All electro mechanical actuators needs to be compatible with class of IP 54. Backrest and upper leg section should retract as they are individually and simultaneously raised. Bed frame should be mainly made from 50 x 25 mm x 2 mm thick ERW tube with proper support. This frame should be fitted on the base mainly made of dia 80 x 1.6 mm ERW tubes with supportive C channel of thickness 2mm on various supporting links. The base frame should be mounted on 125mm dia non-rusting castor wheels with central and directional locking mechanism and pedal operated at the foot end of the bed. The bed should have easily detachable moulded head & foot side panels and four corner buffers.</p> <p>Bed should have split type swing down railings, 2 nos on each side made from non-rusting moulded material. There should be two locations on the head side of a bed to hold one stainless steel Saline rod 12 mm dia with 31.7mm dia, 18 g stainless steel outer covering tube holder with a knob to fix syringe pump holders. Quick manual backrest release system with operating lever on both side of top frame. Bed should have radio translucent top (X-Ray translucent back section), Radiolucent mattress and X-Ray cassette holder.</p> <p>All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating.</p> <p>The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. To 200 deg. Centigrade. All Stainless Steel used should be of 304 grade.</p> <p>Digital display panel should be inbuilt, recording the weight of the patient on the bed.</p>
2	HFS-002	FOWLER BED (CB)	<p>Overall size 2180mm L x 1010mm W x 600mm H.</p> <p>Bed frame: size: 2095mm L x 920mm W.</p> <p>The main frame should be made from 60mm x 30mm x 16 G ERW rectangular tubes. Four sections top should be made from 18G C.R.C.A. sheets uniformly perforated and should be suitably</p>

			<p>fitted to the main frame. Back-rest and knee rest should be manoeuvred by the screw mechanism with one common handle, welded with 31.7 mm dia x16 G ERW M. S. Tube for linear movement in a 38mm dia x 16 G ERW M. S. cover tube which can be smoothly operated on thrust bearings. Detachable Head and Leg Bows: Should be made from stainless steel 31.7mm dia x 18 G tube with laminated panels of approximate size 810mm L x140mm wide x 14mm thick on stainless steel bracket. The base frame should be fitted with non rusting swivel castor wheels 125mm dia, 2 with brake, 2 without brakes castors housing and wheels made from high grade non floor staining synthetic materials with integrated thread guards wheel centre having precision ball bearing to run smoothly. The bows should be mounted to the bed frame on welded brackets in such a way that bolt or nut should not appear on top surface of the bed frame.</p> <p>Four IV Rod Locations.</p> <p>A mattress suitable for the bed made of 25mm thick soft 32 density top layer and 75mm thick high 40 density bottom layer for the patient comfort and better pressure care. The upper part of cover of the mattress is made of waterproof breathable fabric separated by zip on three sides with lower cover part made of rexine. All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating.</p> <p>The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade. All STAINLESS STEEL used should be of 304 grade. Bed should be supplied with following accessories. Bedside rails removable type and Stainless steel Telescopic IV Rods.</p> <p>Should have hand switch to provide easy control of all movements for the patients who find it difficult to get up.</p>
3	HFS-003	SEMI FOWLER BED (CB)	<p>Dimension: Length (Overall) = 2250mm +/- 5mm variation. Width (Overall) = 1015mm +/- 5mm variation.</p> <p>Bed Top Height = 600mm (Without Mattress). Bed Construction: Bed frame is made of rectangular pipe of size 60mm x 30mm x 1.6mm thick.</p> <p>Head section is capable of being raised to the angle of 60-70 degree from the horizontal. The head section slope adjustment is achieved by separate screw mechanism with thrust bearing and proper lubrication. The rest of bed surface is fixed.</p> <p>Head section is made of CRCA 1.25mm thick uniformly perforated Sheet welded with the outer tube 1.6mm thick x 25.4mm dia. The rest of the bed surface which is fixed is also uniformly perforated and welded to the rectangular frame.</p> <p>Nuts & Bolts: All Fasteners like nut and bolts etc. are electro-galvanized.</p> <p>Head & Foot Boards: Head and Foot boards are made of</p>

			<p>31.75mm dia x 1.25mm thick stainless steel tube fitted with laminated panel board with help of stainless steel bracket. The thickness of laminated panel board not less than 18mm. Both the head and footboards shall be detachable for easy access to patients. The overall height of head and foot board shall be 250mm and 190mm respectively.</p> <p>Finishing: Steel welding wherever required is to be done by MIG welding process to minimize distortion and for the deep penetration of the weld.</p> <p>All the steel components are pre-treated for de-greasing, de-rusting and phosphating.</p> <p>A mattress suitable for the bed made of 25mm thick soft 32 density top layer and 75mm thick high 40 density bottom layer for the patient comfort and better pressure care. The upper part of cover of the mattress is made of waterproof breathable fabric separated by zip on three sides with lower cover part made of Rexene.</p> <p>After proper pre-treatment, the steel components are epoxy powder coated and oven baked at temperature above 200 degree C to provide scratch resistance surface coating film of thickness 45-50 microns. The S.S. material asked for in any specification should be of S.S. 304 Grade.</p>
4.	HFS-004	PLAIN HOSPITAL BED (SB)	<p>Overall size (Approx): 206 (L) x 91 (W) x 56 cms. (H).</p> <p>Tubular Bows (outer pipe) made of Ø 31.75mm x 18 G CR ERW pipe. Top made of tubular frame work of 50 x 30 x 16 SWG</p> <p>Head Bow (approx) 1060 mm (H). Foot Bow (approx.) 82mm (H) in 18 SWG.</p> <p>Both bows will consist of one Horizontal (Ø 25mm x 18G) and three vertical (Ø 15mm x 18G) supports.</p> <p>Bed top of 16 G MS CRCA ribbed perforated Sheet. Provision for Mosquito Net Poles.</p> <p>Legs should be fitted with castor wheels of 50 diameter of nylon / rubber, two with brakes.</p> <p>Two spare wheels including one with brakes should be supplied. Provision for I/V Stand with I/V Rod.</p> <p>A mattress suitable for the bed made of 25mm thick soft 32 density top layer and 75mm thick high 40 density bottom layer for the patient comfort and better pressure care. The upper part of cover of the mattress is made of waterproof breathable fabric separated by zip on three sides with lower cover part made of Rexene.</p> <p>Pretreated within house 7 tanks hot process and epoxy powder coated minimum 50 microns with phosphate layer underneath for corrosion resistance.</p>
5.	HFS-005	PAEDIATRIC BED (SB)	<p>Overall size: 1480mm L x 840mm W x 600mm H.</p> <p>Bed frame size: Size: 1370mm L x 760mm W.</p> <p>The bed shall have a bed frame made from minimum 18 G thickness CRCA Sheet double bent of height minimum 50 mm reinforced with two formed channels of size minimum 47mm web and minimum 24 mm flange welded inside the</p>

			<p>lengthwise frame bends.</p> <p>Width wise the bed frame should be provided with 2 Nos. angles stiffener of minimum size 2.5 cm x 2.5 cm x 14 G. and 2 Nos. angle supports one at each head and leg end of size of 35mm x 50mm x 2mm.</p> <p>CRCA sheet top should be uniformly perforated at regular internal with 9.5 mm dia. Holes & embossed to give depression downwards. Total 8 holes, 4 in each row.</p> <p>Bed fitted with full length drop side rails of height 545 mm out to out made from 19mm x 18G MS.</p> <p>Round tube and 14 nos. of 9.5 mm dia MS. Round bars.</p> <p>Equal size of head bow & leg bow made of 31.7 mm dia x 18G ERW MS tubes of height 1060 mm having 7 vertical stays of 9.5 mm dia round MS bars welded on one horizontal tube of 25.4 mm O.D. X 18 G tube.</p> <p>The legs fitted with high quality PVC shoes with nylon reinforcement.</p> <p>Mattress suitable for above bed made of 25mm thick soft 32 density top layer and 75mm thick high 40 density bottom layer for the patient comfort and better pressure care. The upper part of mattress is made of waterproof, breathable fabric separated by zip on three sides on lower cover part made of Rexene.</p> <p>All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating.</p> <p>The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade. All STAINLESS STEEL used should be of 304 grade.</p>
6.	HFS-006	BED SIDE LOCKER (SB)	<p>Over all approx size: 40 cms x 40 cms x 82 cms H.</p> <p>Body consisting of 2 sides and back is made from one piece made of 20G MS CRCA sheet. Top shall be fitted with superimposed stainless steel sheet 304 grade with raised edges on three sides. One drawer 100mm H x 350mm W x 390mm D fitted is provided below the top. Under the drawer is an open storage space and below it is a closed-door cabinet. Door of the cabinet box is pivoted at top and bottom. Base of the drawer is fitted with four non-rusting swivel castors. Two buffers shall be provided at rear side of the locker box.</p> <p>All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating. The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. To 200 deg. Centigrade. All Stainless Steel used should be of 304 grade.</p>
7	HFS-	Adjustable Bed	Size : Top 810mm L x 350mm W . Laminated top should be

	007	Side Table (SB)	<p>fitted on mild steel square tubular telescopic stem. Height adjustment from 760mm to 1050mm with gas spring.</p> <p>Base frame should be of mild steel rectangular tubular base frame mounted on four castors of 50mm dia.</p> <p>All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre-treatment system.</p> <p>The treated Metal Surface should have coating of Epoxy Polyester Powder with paint film thickness of 60 microns (minimum) and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.</p>
8	HFS-008	INSTRUMENT TROLLEY (SB)	<p>Overall size : Size: 680mm L x 450mm W x 900mm H. Stainless steel tubular frame work made of 25.4mm OD x 18 G verticals mounted on 100 mm dia non-rustings wiveling castor wheels two with brakes, two without brakes.</p> <p>Two stainless steel shelves of 20 gauge with protective railing on three sides</p> <p>Only 304 grade stainless steel should be used for trolley frame work and STAINLESS STEEL shelves.</p>
9	HFS-009	CRASH CART (SB)	<p>Size 960mm L x 500mm W x 1545mm H . Frame work made of Stainless Steel tube of minimum 25mm dia.</p> <p>Two light weight polystyrene boxes each with three drawers, upper drawer with medicine container of different sizes. Provision to hold Oxygen cylinder and cardiac Massage Board.</p> <p>Six numbers coloured hand out bins to keep important supplies at eye level. Two nos. Stainless Steel shelves to carry monitors, ECG Machine, suction apparatus etc. Provided with corner buffers & Rails. All stainless steel components should be of 304 quality. Crash cart should be movable on four non-rusting swivel casters of 125mm dia two with brake.</p>
10	HFS-010	DRESSING TROLLEY (SB)	<p>Overall Size: 1010 mm L x 510 mm W x 900mm H welded stainless steel tubular frame work.</p> <p>Verticals of also 31.7mm OD x 18 G tube horizontal stays of 19 mm OD x 18 G tube on all four sides to support two stainless steel shelves 22G over with 10 mm dia stainless steel railings are provided on all four sides.</p> <p>The trolley holds stainless steel bucket with STAINLESS STEEL lid at lower level and S.S. bowl at top level respectively.</p> <p>Only 304 grade stainless steel should be used for tubular frame work & STAINLESS STEEL shelves of trolley. The trolley should be in buff finish with 100 mm dia nonrusting swivel castors wheels two with brakes, two without brakes.</p>
11	HFS-011	STRETCHER TROLLEY (SB)	<p>2030mmx 560mmW x 810H mm. Frame work made of 31-75 OD mm x 1.60 mm vertical & 25 mm x 1.22 mm horizontal CRC tubes Trolley mounted on 15 cms dia castors ó 2 with brakes</p> <p>Removable stretcher top made of 1.22 mm aluminium sheet with S.S. handle at both end with 25mm thick suitable rubber Mattress covered with good quality Rexene.</p> <p>All mild steel components should be thoroughly pre-treated</p>

			<p>chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre- treatment system.</p> <p>The treated Metal Surface should have coating of Epoxy Polyester Powder with paint film thickness of 60 microns (minimum) and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.</p>
12	HFS-012	EMERGENCY & RECOVERY TROLLEY (CB)	<p>Overall Size: 1905mm L x 710mm W x 660mm To 910 mm H. Stretcher dimension 1830 mm L x 555 mm W.</p> <p>Two section top. Height adjusted by foot operated maintenance free hydraulic pump.</p> <p>Height adjustment shall be obtained by hydraulically operated mono block type linear actuator pump foot operated actuation having stroke of 140+/- 5mm, push force 10KN at 270 bar, number of complete pump stroke 22 to 24 for full stroke length.</p> <p>X-ray permeable removable stretcher, Backrest raised on ratchet.</p> <p>Quick trendelenburg as well as reverse trendelenburg positions shall be provided with easily accessible operating handle provided with two gas springs for easy action. STAINLESS STEEL saline rod with 12mm dia STAINLESS STEEL rod shall telescope in STAINLESS STEEL socket tube 15.8 mm dia x 18G welded on angular base bracket of 14G STAINLESS STEEL sheet.</p> <p>Nylon bracket provided to prevent colour damage. It could be placed at four different locations. Complete with sliding X-ray cassette holder, storage tray. Trolley shall be mounted on 125 mm dia non-rusting imported castor wheels two with brakes and two without.</p> <p>Castor housing and wheels made from high grade non floor-staining synthetic materials with integrated thread guards. Wheel centre having precision ball bearing to run smoothly. Complete with corner buffers, one on each corner covered handles. Oxygen cylinder arrangement. It shall have a pair of Stainless steel tuck down type railings made of 19mm dia x 18G tube fitted with M.S. brackets.</p> <p>Effective railing height above main frame is. 235 mm & length of the railing is 1175 mm.</p> <p>All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating.</p> <p>The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade. All STAINLESS STEEL used should be of 304 grade.</p>
13	HFS-013	EXAMINATION COUCH (CB)	<p>Overall size: 1890 mm L x 560mm W x 840mm H. Fixed upholstered top 64mm thick in two sections.</p> <p>Body frame work made from 20G. CRCA sheet and 20 mm x 40mm x 16 G MS. Rectangular Tubes, Couch fitted with stainless steel Legs. Headrest adjustable on gas spring.</p>

			<p>Upper section of box size 1220 mm L x 460 mm W x 630 mm H with three sliding drawers of size 320 mm L x 430 mm W x 75 mm H.</p> <p>Lower section comprises of three cabinets of inside size 350 mm L x 440 W mm x 430 H mm with separate doors & lock. B.P. apparatus tray made of 18 G MS sheet of size 350 mm L x 120 mm W X 20 mm H provided on a swinging rod rotating through a bush welded on the body of the couch. Should have Sliding Inbuilt Step Stool. All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre- treatment system.</p> <p>The treated Metal Surface should have coating of Epoxy Polyester Powder with paint film thickness of 60 microns (minimum) and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.</p>
14	HFS-014	SOILD LINEN TROLLEY (SB)	<p>Overall size: 910 mm H x 510mm dia. SS tubular framework fitted with three swivel castors, 100mm dia.</p> <p>Framework made of 25.4mm dia x 18G verticals, upper ring made of 19mm dia x 18G tube and support stays of 19 mm dia. X 18G stainless steel tubes.</p> <p>Should be supplied with canvas bag. All SS components should be of 304 quality.</p>
15	HFS-015	WASH BASIN STAND TWO TIER (SB)	<p>Five legs plastic base mounted on 5 cms dia castors. With two 375 mm S.S. basin.</p> <p>Vertical CRC tube made of 25.4 mm x 1.2 mm and basin holder tube made of 16 mm x 1.22 mm ms tube</p> <p>All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre-treatment system.</p> <p>The treated Metal Surface should have coating of Epoxy Polyester Powder with paint film thickness of 60 microns (minimum) and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.</p>
16	HFS-016	KICK BUCKET (SB)	<p>Stainless steel bowl of.dia 375mm. SS tubular framework fitted three 125mm dia non-rusting imported castor wheels, all without brake. Castor housing and wheels made from high grade non floor-staining synthetic materials with integrated thread guards. Wheel centre having precision ball bearing to run smoothly.</p> <p>Frame work made of 25.4mm dia x 18G verticals stainless steel tubes, upper ring made of rod dia 10mm.S.S. rod and tubes shall be of 304 grade.</p>
17	HFS-017	SALINE STAND WITH SS ROD (SB)	<p>Five legs Stainless Steel stable base made of 20mm x 40 mm x 18g tubes fitted with 50mm Dia non rusting Castor, STAINLESS STEEL rod with double hooks made from 304 Grade STAINLESS STEEL 10mm Rod. Working in nylon buffers.</p> <p>Height adjustment from 1620mm to 2340 mm.</p>
18	HFS-	REVOLVING	Overall Size: 480mm To 670mm H. Tubular tripod base of 25.4 x

	018	STOOL (SB)	<p>14g ERW tube. STAINLESS STEEL top. Height adjustment by screw. 300mm dia.</p> <p>The legs fitted with high quality PVC shoes with nylon reinforcement. All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by diptank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating. The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade. All STAINLESS STEEL used should be of 304 grade.</p>
19	HFS-019	BED SIDE STOOL/ALL PURPOSE STOOL (SB)	<p>Size: 300mm square 18G double bent top of MS, Height 510mm.</p> <p>Framework of 25mmx 1.22 mm and horizontal support of 19 mm x 1.22 mm CRC Tube. Leg fitted with PVC Stumps. All mild steel components should be thoroughly in-house pre-treated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by waterrinising passivating and hot air drying to give phosphate coating.</p> <p>The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade.</p>
20	HFS-020	DOUBLE STEP STOOL (SB)	<p>Overall Step size 505mm L x 305mm W. First step height 230 mm. & second step size 450 mm.</p> <p>Step made of 18G CRCA sheet. Welded on MS. Tubular frame of 25.4 mm x18G fitted with aluminium tread flats of size: 500 mm L x 32 mm W x 3.4 mm thick, fitted by aluminium pop rivet. Legs fitted with PVC. Shoe with nylon reinforcement.</p> <p>All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre- treatment system.</p> <p>The treated Metal Surface should have coating of Epoxy Polyester Powder with paint film thickness of 60 microns (minimum) and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.</p>
21	HFS-021	BIRTHING BED (Non Motorized) (CB)	<p>A raising and lowering of a table is actuated mechanically (foot pedal pump operated).</p> <p>High density PU form Mattress. Frameworks constructed with mild steel material. Mobile on two lockable wheels of 10 cm. IV rod for fluids and blood transfusion. Basin under top for waste material.</p> <p>Side rail on the head side for holding hands. Height: - 500mm to 800mm (+/- 25mm). Total Length 1000 to 2000 mm (+/- 25mm). Body section: - 1200mm x 300mm.</p> <p>Leg section: - 800mm x 300mm.</p>
22	HFS-022	Wheel Chair (SB)	<p>Overall approx size: 670mm W x 1120mm D x 920mm H.</p> <p>Welded frame construction of round tubes.</p> <p>Two solid rubber tyres bicycle wheels with brakes & self propelling stainless steel hoops. Minimum Frame size of round</p>

			steel 22.2 x 18 G tubes and 19.05 x 18 G tubes. Mild steel tubular construction fitted with cushion seat and back. Wheel chair is fitted with minimum 24ö dia rim of bicycle wheel fitted on specially developed and heat treated axle with solid tyre in the rear. In the front minimum 150mm dia castor wheels are fitted. In front of castor wheels, aluminium foot paddles are provided on adjustable brackets. Two handles are provided with the hand grips. Brakes are provided on rear wheel to hold the chair to stop in 5 degree ramp. All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre-treatment system. The treated Metal Surface should have coating of Epoxy Polyester Powder with paint film thickness of 60 microns (minimum) and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.
23	HFS-023	Three Fold Bedside Screen (SB)	Bedside Screen Three Fold with curtain. It should be fitted with six swivel, twin wheel non-rusting castors, 50 mm dia with M.S body frame. Overall approx. size: 1680mmHX2450mmW. Middle span 1210mm wide. Side spans 610mm wide each with hooks, springs and curtains (Sky blue colour). All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating. The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. To 200 deg. Centigrade. All Stainless Steel used should be of 304 grade.
24	HFS-024	Cylinder trolley (SB)	Cylinder Trolley (Push Type) fitted with 2 castors, 100 mm dia. With M.S. body frame. Suitable for 1320 ltrs. Size gas cylinders. Trolley with SS base. All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating. The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 60 microns (minimum) and oven baked at 180 deg. To 200 deg. Centigrade. All Stainless Steel used should be of 304 grade.
25	HFS-025	Critical Patientø Trolley (SB)	Pre treated & Epoxy Powder coating finish with removable stretcher 80öx22öx32ö(overall size) Trolley frame of 1öx16g pipe mounted with large castors (diameter 150 mm) with braking and steering facility and foldable to adjustable in ambulances. Removable stretcher frame of 1öx 16g pipe with 20g aluminium sheet having a uniform depression towards the center. Stretcher handles chrome plated
26	HFS-026	Hospital Locker Pigeon Hole (SB)	Hospital locker pigeon hole size 78öx36öx18ö with 12 pigeon holes having individual locking arrangement and knobs made from 22g sheet.
27	HFS-027	Steel Almirah (SB)	Size 78ö x 33öx18ö, 20 gauge, making 6 compartments, Enameled paint. 52öx33öx18ö, 20 gauge, making 4 compartments, enameled paint
28	HFS-	Computer Chair	Around with manual base having high density foam seat, cushion

.	038	Revolving (SB)	of seat 75mm and back of 45mm with PU arms.
29	HFS-029	Stretcher folding (SB)	1øx16g pipe with canvas cloth.
30	HFS-030	Over bed table (SB)	42øx18øx36ø. Frame of 1øx 16g pipe with four 2ø castors. Top of pre-laminated particle board 18mm thickness.
31	HFS-031	Perforated Steel bench (SB)	Mounted with three perforated seats, Legs fitted with rubber shoes, Pretreated and Epoxy Powder Coated
32	HFS-032	Three seater bench Superior quality (SB)	Chrome plated with cushioned seat and back having side arm rests
33	HFS-033	Surgeonø Stools with Back rest (SB)	Having high density foam seat, cushion of seat 75mm
34	HFS-034	Gynae Examination Table (Plain) (SB)	Size 180 x 60 x 80cms. Frame work of CRCA tubes of 50mmx 30mm x 1.6mm thick. Fitted with PVC stumps. 5cm foam cushioned top covered with rexine with perineal cut. Adjustable lithotomy poles with straps. Pre treated & Epoxy Powder coating finish.
35	HFS-035	Scoop Stretcher (SB)	Should be light, safe and reliable. Made of aluminum alloy. Clutch Design in the middle so that the stretcher can be divided into left and right halves. Adjustable length according to patient's height. Easy to lock and unlock. Quick release buckle belts. Dimensions: Max. Size (LxWxH) 225x45x6cm & Min. Size (LxWxH): 168x43x7cm. Net weight: 9Kgs. Stretcher bearing: 159kg.
36	HFS-036	Spine board with straps and Head Blocks (SB)	High Density Polyethylene - Single piece. Rigid, Light & Floatable. Resistant to bumps and corrosion. Non-absorbent, immune to infiltrations. Easy to clean-water & soap should be enough. X-ray & MRI compatible. Net weight: 9Kgs. Load Capacity:159 Kgs. LxWxH: 184x45x5 approx.
37	HFS-037	Wheel chair folding	Seat and back easily removable and replacable. Fine and durable upholstery for seat and back. Nylon handgrip and padded arm rest. SS construct Solid tyre wheels with Rear wheel locks Aluminum leg rest All stainless steel should be 304 grade/16 gauge.

1. Bidder should be ISO 9001:2008; ISO:13485:2003; ISO 14001:2004 and BS OHSAS 18001:2007 certified.
2. Test reports should be attached for authentication of S.S. 304 grade as appeared in tender document from accredited labs.
3. All M.S. parts should be in-house pre-treated in 8 tanks process and anti-microbial epoxy power coated.
4. Anti microbial oven baked powder coating process for achieving smooth, uniform finish and superior bonding properties which prevent growth of bacteria.
5. WHO GMP certification by Competent Authority
6. JKMSCL shall conduct third party inspection of the manufacturing unit before approval of Rate Contract in favour of successful bidder.
7. Items from Code No. HFS-001 to HFS-003 should have minimum Five years warranty.

Note: All (SB) items are sampling based and the bidder shall submit the samples in triplicate to the Jammu Corporate Office of JKMSCL, specifically mentioned in the Notice Inviting Bid (NIB). For (CB) items, **Original Brochures / catalogues / product information, etc. shall be submitted in separate envelop along with drafts in Jammu Corporate Office to facilitate the technical evaluation committee in evaluation of the product. The brochures, catalogues and other product information submitted should be signed by the authorized signatory of the company / vendor / manufacturer.**



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Jammu Office: Plot No. 9, Transport Nagar, Narwal (J&K)-180006: Tele: 0191-2490001; Telefax: 0191-2490902

Srinagar Office: 121-Green Avenue, Hyderpora (J&K)-190014: Telefax: 0194-2432008

email: enquirvjkmscl@gmail.com; website: www.jkmscl.nic.in

ANNEXURE- D

ITEM WISE FINANCIAL BID FOR QUOTED ITEM

S. N.	Name Item With full Specification	Item Code	Unit	Basic Rate / Unit	Excise duty	VAT	Freight charges	Any other taxes	Total Rate / Unit	
1	2	3	4	5	6	7	8	9	10	
1.										
2.			Do not quote rates here.							
3.										
4.										

Date

Signature
Name in Capitals
Company /Firm Seal

Note: -

1. The concessional CST against c- form shall be applicable.
2. The final rate quote should be inclusive of all taxes. Excise, Sales Tax and entry tax should be shown separately.
3. Excise component should be separately shown in column no.6 for further reference
4. Rate should be quoted only single unit
5. No quantity or cash discounts should be offered.
6. Read all the terms & conditions before filling the Annexure-D.
7. Please quote rates in absolute amount only.
8. BOQ of the individual item shall have to be uploaded to ensure evaluation / finalization of items. If the bidder upload BOQ of more than one item, the rates are opened for the other items shall be declared as non-eligible/non-responsive for procurement.
9. **Please don't write Rs. 00.00 against the items for which you don't wish to quote; instead, do write "Not Quoted" against the said item; as the system takes Rs. 00.00 as L1.**

(On firm's letter head)

Declarations and Undertaking

(Terms & Conditions No. 6 (xiii))

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

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

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

2. We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
3. (a) We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State Govt. or their subordinate departments from participation in bidding.
- (b) We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name of Govt./Deptt.) and detailed information is as given below:
- (i.) Cause of black listing/banning/Debarring.
- (ii.) For which item.....:
- (iii.) Period of black listing/banning/Debarring.
- (iv.) Latest Status of black listing/banning/Debarring.
4. We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated í í .. with the concerned authority/department. No VAT/CST is due on the firm as on dated í í í .

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

ANNEXURE-F

(On firm's letter head)
ANNUAL TURN OVER STATEMENT
[Ref. Clause No. 6(ix)]

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

S.No.	Financial Years	Turnover in Lakhs (Rs)
1.	2012-13	-
2.	2013-14	-
3.	2014-15	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Note:- Turn over for the year 2015-16 may also be considered , if the accounts are audited and certified by C.A.

Date

Signature of the bidder

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

ANNEXURE-G

(On firm's letter head)
STATEMENT OF PAST SUPPLIES AND PERFORMANCE
(SPECIAL TERMS & CONDITIONS NO. -11)
SEPARATE FOR EACH ITEM

We..... (Name of firm) do hereby certify that we have supplied -----
 (Name of item) as per details given below:-

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the item been supplied satisfactory
				As per contract	Actual		
2012-13							
2013-14							
2014-15							
Total (10%)							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder, which shall be provided by him.
2. Firm should have supplied at least 25% of the indicative quantity specified in the Notice Inviting Bid in last three financial years.
3. Past Performance for the year 2014-15 may also be considered, if accounts are audited and certified by C.A.
4. The past performance criteria is not applicable for ISI marked items.
5. In the case of supply of imported item 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

(On firm's letter head)

Statement of Plant & Machinery

(on non-judicial stamp paper of Rs. 50/-)

(It should be submitted with cover-A)

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

(Name)
Signature of
Bidder with Seal

ANNEXURE -I

(On firm's letter head)

PRE- STAMP RECEIPT

We received an amount of Rs.....nil..... from The Managing Director, Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K), through DD/BC No.nil.....dated.....nil..... as details for payment is given below:

1. Name of supplier.....
2. Name & address of Firm.....
3. Name of bank & branch.....
4. Bank a/c type : Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFCS Code.....
8. NEFT/IFCS Code.....
9. PAN NO.
10. Bank contact person's name & Mobile no. :

This amount is received against refund of bid security of bid no. í nilí ...dated í nilí ..í and sanction No. í í í nilí í í í .. Dated í í í nilí í ..

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

(On firm's letter head)

Format of Affidavit for EM-II

(T&C No. 6 (v), 11(iii))

(On Non Judicial Stamp Paper of Rs.10/-)

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

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

Place _____

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

ANNEXURE-K

(On firm's letter head)

General Manager (EPM),
 J&K Medical supplies Corporation,
 Jammu / Srinagar (J&K)
 Telephone no.0191-24xxxx/ 0194-2000177
 Fax no.

Subject: - Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: _____
 RATE CONTRACT NO & DATE _____

NAME OF ITEM _____

S. No.	Supply Order				Stipulated date of completion of supplies	Actual Supply		Qty. Remained unsupplied		Remarks
	No. & Dt.	Consignee name	Qty. (in unit)	Amount (Rs.)		Actual date of receipt	Quantity (in unit)	Quantity (in unit)	Reasons	
1	2	3	4	5	6	7	8	9	10	11

(SIGNATURE OF SEAL OF FIRM)

NOTE:-

1. Columns no. 1 to 11 are to be filled by firm and shall be submitted to GM. (EPM) every calendar month of the year.
2. The information filled in by firm shall be correct, complete.
3. Attach separate sheets, whenever necessary.

(ON A NON JUDICIAL STAMP PAPER OF RS. 100/-)

DECLARATION

I/We M/s. í represented by its Proprietor/managing Partner/Managing Director having its Registered Office at í í í í í í í í í í í í and its Factory Premises at í í í í í í í í í í í í ..í 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 2014-15 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:

Note:- To be attested by the Notary

(Shall be submitted on letter head of firm)

Annexure-M

Declaration by the Bidder regarding Qualifications

In relation to my /our bid submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited, Plot No 9 , Transport Nagar Jammu (J&K)for procurements of**name of item**in response to their Notice Inviting Bids No..... Dated.....I/We hereby declare that:

1. I/We possess the necessary professional, technical ,financial and managerial resources and competence required by the bidding document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in bidding document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my /our business activities suspended and not the subjected of legal proceedings for any of the foregoing reasons;
4. I/We do not have ,and our directors and officers not have ,been convicted of any criminal offence related to my /our professional conduct or the making of false statement or misrepresentations as to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

(Shall be submitted on letter head of firm)

Declaration

Date: _____

NIB No.: _____

I/We a legally constituted firm/body _____ and represented by _____ declare that I am/ we are Manufacturers/Direct Importer in the Goods and Related Services for which I/We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Bid Security may be forfeited in full and the Bid if any to the extent accepted may be cancelled.

Signed.....

Name.....

In the capacity of.....

Duly authorized to sign the Authorization for and on behalf of.....
.....

Tel:

Fax:

E-mail:

Date:

ANNEXURE-O

(Shall be submitted on letter head of firm)

VERIFICATION

I/We _____ S/o _____ Aged _____ year
residing at _____ Proprietor/ Partner/Director of
M/s _____ .. verify and confirm that the contents at annexure (A) to (Q) above of
BID no. are true and correct to the best of my knowledge and nothing has been concealed therein.

Signature of Bidder.....

Name:

Address:

F.8()JKMSCL/EPM/RC/

Dated:

LETTER OF ACCEPTANCE

M/s í í í í í í í í í í í
 í í í í í í í í í í í í
 í í í í í í í í í í í í

Sub :- Acceptance of the bid rates for the item

Ref :- Your bid no. dated í í í í í ..

Item (s) as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs. 100/- and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to Rs. (Rs. Only)

The performance security shall be furnished to Managing Director, Jammu & Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar (J&K). Cash deposited in the name of Jammu and Kashmir Medical Supplies Corporation through Demand Draft payable at Jammu / Srinagar (J&K) and submit original copy of Bank Drafts of a scheduled bank.

All terms and conditions of the bid shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.

The list of approved items may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.

The Firm shall furnish consolidated statement of supplies made Annexure-K to GM(EPM)JKMSCL by the 10th of the next month as per terms of conditions.

Please note that unattested copies of documents will not be considered valid. All documents should be either in original or typed/photo copy self attested. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.

Also please arrange to furnish the following documents required under the terms & conditions of the bid failing which the agreement will not be executed and the failure would lie at your part:-

- 1.
- 2.

You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference..

Encl. 1. Agreement form

2. Schedule of Rates

3. CMC format, if applicable

4. Original notarized copy of authorization for bidding by competent authority of
 Manufacturer/Importer

Managing Director, JKMSCL.

(Non – Judicial Stamp Paper of Rs.)

AGREEMENT

1. This deed of agreement is made on this day of2015 for the rate contract period 2015-16 ending í í í . of item----- between M/s -----

represented by Shri Proprietor/Managing Director/Managing Partners having its registered office at í . and its factory premises at í . (hereinafter called "the approved supplier", which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the Jammu and Kashmir Medical Supplies Corporation Ltd.(JKMSCL), represented by its Managing Director or General Manager (EPM) having its office at 121- Green Avenue, Hyderpora Srinagar / Plot No 9. Transport Nagar, Jammu (J&K) (hereinafter referred to as "The Procuring Entity" which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
2. Whereas the supplier has agreed with the Procuring Entity, the material and other supplies with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the JKMSCL of the State of Jammu & Kashmir at its head office as well as at offices/consignees throughout the state of J&K, all those articles/items set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **column No. ---** (Approved Rate-----) of the said attached schedule.
3. And where as the approved supplier has deposited with the Procuring Entity a sum of **Rs.----- (In words Rs.-----only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the supplier and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
 - (i) The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the supply of material and other supplies for Jammu and Kashmir Medical Supplies Corporation Ltd for the year 2015-16, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
 - (ii)
 - (a) The agreement if for the supply by the Supplier to the Procuring Entity of material and other supplies specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.
 - (b) The Agreement shall be deemed to have come into force with effect from the date í í í í í í í í í and it shall remain in force for a period of one year or as for extended period.
 - (c) The indicative quantity noted against each item in the table-1 attached hereto indicates only the probable total requirements of the Procuring Entity in respect of each item for the placement of supply orders. This quantity may increase or decrease at the discretion of the Procuring Entity. The supplier shall supplies for the material and other supplies on the basis of the supply orders placed to supplier from time to time by the procuring authorities

specifying the quantities required to be supplied at the specific location in the state of J&K. As mentioned in bid document.

4. Now these Presents witness:

- (i) In Consideration of the payment to be made by the JKMSCL or consignee offices at the rates set forth in the schedule hereto a appended the approved supplier will duly supply the said articles set forth in Schedule of Rates and supply order thereof in the manner set forth in the conditions of the bid and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (ii) The conditions of the bid and contract for open bid enclosed to the bid notice No. 1111111111111111 Dated 1111 & corrigendum no. 1111 dated 1111. and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- (iii) Letters received from Bidder and letters issued by JKMSCL in the regard of this bid and also appended to this agreement shall also form part of this agreement.
- (iv) (a) JKMSCL do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, JKMSCL will through RTGS or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
 (b) The mode of payment will be as specified in terms & conditions of the bid i.e. through Demand Draft etc.

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

S.No	Items Quantity	Delivery Period
1	As supply orders	As per terms & conditions of bid

- 6. (i) The time specified for delivery in the bid 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 procuring entity.
- (ii) In case extension in the delivery period is granted by the procuring entity with liquidated damages (L.D.), the recovery shall be made on the basis of following percentages of value of stores, which the supplier fail to supply :-
 - (a) Delay up to one fourth period of the prescribed delivery period - 2.5 %
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - 5%
 - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period - 7.5%
 - (d) Delay exceeding three fourth of the prescribed delivery period.- 10%

Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damages shall be 10%.

- (iii) 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 the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. 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 supplier.

7. Termination of Contract on Breach of Condition

- (i) (a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the supplier as performance security and cancel the contract.
 - (b) In case the supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the supplier under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.
 - (c) If at any time during the course of the contract, it is found that any information furnished by the supplier to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.
- (ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.
 - (iii) Notice etc. in writing all certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.
 - (iv) The supplier shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the supplier give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of ðcustomö or otherwise; nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.
 - (v) Bankruptcy of the supplier:- In case the Supplier at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) Serving of notice on supplier:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the supplier, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

8. DISPUTE SETTLEMENT:-

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Managing Director, JKMSCL and the decision of the M.D. JKMSCL shall be final as per bid terms and conditions.

And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Managing Director, Jammu and Kashmir Medical Supplies Corporation Ltd in the matter shall be final and binding.

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the M.D, Corporation who will appoint his senior most deputy [GM,(Adm)] as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Corporation or Contractor) shall have to be lodged in courts situated at Jammu / Srinagar cities of state of Jammu & Kashmir and not elsewhere.

9. If the rates of the approved items are reduced in any manner by the G.O.I./other state governments, the approved supplier will have to notify JKMSCL and reduce the rates in the same proportion.

10. The Firm shall furnish consolidated statement of supplies made, in **Annexure-K** to GM(EPM),JKMSCL by the 10th of next month as per terms & conditions of the bid.

11. All terms and conditions of the bid shall be an integral part of the contract.

12. JURISDICTION:

All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jammu / Srinagar (J&K).

In witness whereof the parties here to have set their hands on the day of í íí 2015.

Signature of the approved

General Manager (EPM)
for and on behalf of

Supplier with Seal

Jammu and Kashmir Medical Supplies Corporation,
Jammu / Srinagar (J&K)

Witness-1

Witness-1

Witness-2

Witness-2

ANNEXURE-R

PROFORMA FOR SUBMISSION OF HOSPITAL FURNITURE SAMPLES

Tender No.

Name of Bidder Address

Mobile Number

Email:

SNo	Item Code	Name of the Item	Quantity submitted

Station :

Signature and Seal

Date :

**Signature of receipt clerk
JKMSCL**

Guidelines for Registration/ Empanelment are as under:

1. The registration fees of Rs. 10,000/- (Rs Ten thousand only) for the Original Manufacturer, Direct Importers, Authorised Representative(s), Agent(s) and Dealer(s) of various Original Manufacturers/ Direct Importers and Rs 5,000/- (Rs. Five thousand only) per group by SSI Units of J&K state only, associated with the production/business of Hospital Furniture shall have to be paid in the form of Demand Draft only drawn on any scheduled/ nationalised bank in favour of Jammu and Kashmir Medical Supplies Corporation Limited payable at Jammu/ Srinagar.
2. Manufacturers/ firm placed abroad shall have to pay in INR equivalent to 1,000/- dollars (One thousand dollars only) for direct participation in any of the bidding process for the supply of Hospital Furniture Items to JKMSCL in the form of Demand Draft only as given in condition No. 1 above.
3. The registration with regard to Hospital Furniture shall be valid for a period of one year from the date of issuance of registration no./ certificate which shall further be renewed thereafter keeping in view the genuineness / performance of firms/ bidders with regard to timely and quality supply of the items ordered for, by JKMSCL.
4. The registration fees shall be **NON-REFUNDABLE**.
5. The registration/ empanelment shall in no case be renewed for the original manufacturer(s), Importer(s), Authorised Representative(s), Dealer(s), Agents and Suppliers, which are/were declared as defaulters on one or more grounds including non compliance / delay in the supply of items or any of the Central/ State Government procuring agency(ies) or any other Corporation with Union of India.
6. The authorised representative(s), dealer(s), supplier(s), agent(s) blacklisted/ debarred for any default(s) with regard to its authorisation/ representation or otherwise, by/ for any of the original manufacturer(s)/ Importer(s) shall not be allowed to register / for renewal of registration.
7. Firms / bidders i.e. Original Manufacturers (including SSI units of J&K State), Direct Importers and their Authorized representatives, agents and dealers shall have to submit documents as per the details mentioned below, along with an application for registration on the letter head of the company / duly signed and sealed by the proprietor / Managing Director / Chairman / Authorized Signatory.

Note:In case of Authorized Signatory, latest original letter of Authorization (issued not before one month) authenticating the signatures and photo of the authorized signatory shall also have to be enclosed along with the application.

For Manufacturers/ SSI Units:

- a. Non Conviction certificate.
- b. Average Annual Turnover Certificate for last three financial years (Duly Certified).
- c. Copy of Product permission certificate/ license issued by licensing authority.
- d. Copy of PAN card.
- e. Copy of TIN No.
- f. Quality certification(s) of the manufacturer like ISO / ISI /OEM/ CE/ USFDA, etc.
- g. Copy of Export License for the imported products, wherever applicable.
- h. Registration format (duly filled)

Note: All the copies should be notarized.

For Dealers / Importer:

- a. Copy of PAN Card.
- b. Copy of TIN No.
- c. Non Conviction certificate of dealer / importer.
- d. Authorization letter from manufacturers.
- e. Non-Conviction certificate of manufacturer.
- f. Copy of Average Annual Turnover certificate for last three financial years of manufacturers / Direct Importer.
- g. Quality certification of the manufacturer like ISO / ISI / IEC, etc.
- h. Permission / authorization for sale from the foreign principal / manufacturer (if applicable).
- i. Registration format (duly filled).

Note: All the copies should be notarized.

FORMAT FOR REGISTRATION OF MANUFACTURERS / SSI UNIT

1. **Name of the Firm** _____
(In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)
2. **Address**_____
3. a) **Contact No. L. Line** _____ **Mob** _____ b) **email ID** _____
4. **Group Registration** _____
5. **Registration No:-**
 - a) With Department of Industries & Commerce
(SSI Units of J&K Only) _____
 - b) With Sales Tax Department _____
 - c) With Excise Department (GOI) _____
 - d) Any other _____
6. **Registration fee (in the form of Demand Draft drawn on any scheduled/Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

D.D. No _____ **Bank Drawn From** _____

IFSC Code _____ **Date of drawal** _____

valid upto _____

NOTE:Format shall have to be annexed along with written request on Letter Head duly signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/ bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

7. CHECK LIST:

Manufacturer/ SSI Unit

1. Non Conviction certificate.
2. Average Annual Turnover certificate for last three financial years
3. Copy of product permission certificate/License issued by licensing authority.
4. Copy of PAN Card
5. Copy of TIN No.
6. Quality Certificate(s) of the manufacturer like ISO/ISI/OEM/CE/ USFDA etc.
7. Copy of Import License (From-10) for the imported product
8. Registration Format duly filled)

Sig. of Authorized Signatory of firm/ Bidder along with Seal.

8. **Certified that the information(s) furnished above is/are correct and noting has been concealed to best of my knowledge. I/we shall be held personally responsible for any wrong information(s).**

FORMAT FOR REGISTRATION OF DEALERS / IMPORTER

1. **Name of the Firm** _____
(In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)
2. **Address** _____
3. a) **Contact No. L. Line** _____ **Mob** _____ b) **email ID** _____
4. **Group Registration** _____
5. **Registration No:-**
 - a) With Department of Industries & Commerce
(SSI Units of J&K Only) _____
 - b) With Sales Tax Department _____
 - c) With Excise Department (GOI) _____
 - d) Any other _____
6. **Registration fee (in the form of Demand Draft drawn on any scheduled/ Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

D.D. No _____ **Bank Drawn From** _____

IFSC Code _____ **Date of drawal** _____

valid upto _____

NOTE: Format shall have to be annexed along with written request on Letter Head duly signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

7. CHECK LIST:

Dealer(s) / Importer(s)

1. Copy of PAN Card.
2. Copy of TIN No.
3. Non-conviction certificate of dealer / importer
4. Authorization letter from manufacturer
5. Non-conviction certificate of manufacturer
6. Copy of average annual turnover certificate for last three financial year
7. Quality certification of the manufacturer like ISO/ISI/IEC, etc
8. Permission / authorization for sale from the foreign principal/manufacturer (if applicable)
9. Registration Format duly filled)

Sig. of Authorized Signatory of firm/ Bidder along with Seal.

8. **Certified that the information(s) furnished above is/are correct and noting has been concealed to best of my knowledge. I/we shall be held personally responsible for any wrong information(s).**

(On Firm's letter head)
Memorandum of Appeal

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

Before the..... (appellate authority)

1. Particulars of appellant:

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

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

- (i)
- (ii)
- (iii)

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

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

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

6. Ground of appeal:

.....

 (supported by an affidavit)

7. Prayer:.....

Place

Dated

Appellant's signature