



NOT TRANSFERABLE

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Jammu Office: GMC Complex, Bakshi Nagar Jammu : **Tele:** 0191-2580842

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

email: enquiryjkmscl@gmail.com; jksclcpm@gmail.com **website:** www.jkmscl.nic.in



JKMSCL

E-BID FOR THE SUPPLY & INSTALLATION OF SLOTTED ANGLE STORAGE RACKING SYSTEM

(REFERENCE No: NIT/JKMSCL/STOREMAT/2017/153

DATED: 01/02/2017

LAST DATE OF SUBMISSION OF ONLINE BIDS: 28.02.2016 upto 1600 hrs



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No. JKMSCL/Store.Mat/2017/153

Dated: 01.02.2017

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 & installation of **Slotted Angle Storage Racking System** 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.jkmsclbusiness.com, The cost of the tender along with tender processing fee shall be deposited against the Demand Draft of Rs. 2000/- (Rupees two thousand only/-) i.e. Rs. 1,000/- only as cost of tender & Rs. 1,000/- 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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NOTICE INVITING BID (NIB)

1. e-bids are invited under two covers from JKMSCL from original Manufacturers / Direct Importers / Authorized agents / dealers / Suppliers by Jammu and Kashmir Medical Supplies Corporation Limited (J&K), for finalization of Annual Rate Contract for the procurement of **Slotted Angle Storage Racking System.**
2. **Bid should be submitted through e-portal only.** Corrigendum/amendments issued shall 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 only 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 items, 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.
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. 2,000/- (Rupees Two thousand only) comprising of Bid document fee of Rs.1000.00 & Bid Processing fee of Rs. 1000/- in the form of Demand Draft and EMD shall have to be submitted in the form of CDR/FDR drawn at any of the scheduled / Nationalized Bank or BG (from Nationalized Bank) in favour of JKMSCL payable at Jammu / Srinagar physically / personally or through Registered post in the office of JKMSCL 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 FDR/CDR/BG for EMD instrument alongwith in Technical Bid (Cover-A).
9. **Demand Draft(s)/FDR/CDR/BG 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 JKMSCL Corporate Head Office, Jammu on 01.03.2017 at 11.00 hrs 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 2016-17) along with attested copy of 'PAN' Card.
13. It is clarified that the information required in bidding document should be submitted 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 bidder who qualifies in the technical evaluation may be, as deemed fit, asked for the inspection of their manufacturing plant(s)/product(s) quoted in the technical bid at the places(s) where the items/products have already installed, by the committee constituted by JKMSCL.**

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.jkmsclbusiness.com, but shall not be published in any newspapers / journal.

In case any inconvenience is felt, please contact on telephone numbers or queries may be e-mailed on address "jkmsclepm@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. 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 are **Non-refundable**.
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. However, Demand draft(s) /FDR/CDR/BG submitted in original before the last date for the submission of bid. Further Demand draft(s) /FDR/CDR/BG received after prescribed date and time shall not be considered. However the catalogues of the items shall be submitted along the demand drafts & EMD. BG issued from Nationalized bank is only accepted.
8. 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.
9. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis
 - 9.1 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. In such case original manufacturer/direct importer & authorized agent/dealer shall have to enter into tripartite agreement with JKMSCL.
 - 9.2 Authorization pledged before the Notary, as given at S no: 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.

- 9.3 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.
10. Correspondence with the Corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
 11. The technical bids shall be opened at JKMSCL Corporate Office, Jammu on 01.03.2017 at 1100 hrs in the presence of the Bidders or their representative who wish to be present.
 12. The JKMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
 13. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites www.jktenders.gov.in information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
 14. 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
Jammu & Kashmir Medical Supplies Corporation Ltd



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(Bid form is non-transferable)

BID FORM FOR SUPPLY & INSTALLATION OF STORAGE RACKING SYSTEM

BID REFERENCE. No. JKMSCL/Store. Mat/2017/153

Dated: 01.02.2017

Date of publication of e-bid	: 01.02.2017 at 12.00 hrs
Start date and time for download of bid document	: 01.02.2017 at 12.00 hrs
Last date and time for download of bid document	: 28.02.2017 at 1400 hrs
Clarification start date	: 01.02.2017 at 1200 hrs
Clarification end date	: 10.02.2017 upto 1600 hrs
Pre- bid conference	: 11.02.2017 at 1100 hrs
Start date and time for submission of online bids	: 01.02.2017 at 1200 hrs
Last date and time for submission of online bids	: 28.02.2017 at 1600 hrs
Date and time for online opening of technical bids	: 01.03.2017 at 1100 hrs

PLACE OF OPENING OF BIDS : Conference Hall, JKMSCL; Jammu (J&K)

Cost of Tender Document : 1000/- (100/- for SSI Units of J&K State only)

Tender Processing Fee : 1000/-

Note: Tender Cost and Tender Processing Fee can be submitted in the form of Single Demand Draft of 2000/- for General Category and 1100/- for SSI Units of J&K State).

14. **Bid Security (EMD)** :
- Minimum Rs 25,000/-
 - 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,**

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 Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the Rate Contract Cum Supply & installation of Storage Racking System 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 (as applicable).

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 (Through FDR/CDR)	
2	Bid / Tender charges (Including 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, if applicable.	
6	Acknowledgement of EM-II for SSI Units of J&K from Industries Dept, if applicable	
7	Affidavit on non judicial stamp paper of Rs. 10/- (Annexure-J)	
8	BIS License with schedule for ISI Marked Products Quoted	
9	Notarized photocopy of ISO & European CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue	
10	Average Annual turnover statement for past 3 years certified by Chartered Accountant/issued by Central Excise Department (Annexure-F)	
11	Latest Sales Tax Clearance Certificate	
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	Specify point of supply with full Address.	Full Address.....

	
15	Statement of Installed Manufacturing Capacity, Certificate regarding rate reasonability, Undertaking of Non- Debarring (Annexure –E)	
16	Statement of Plant & Machinery etc. (Annexure-H)	
17	Signed original bid terms & condition Annexure- B	
18	Statement of Past Supplies and Performance (Annexure- G)	
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. 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 28.02.2017 upto 1600 hrs as per schedule on JK portal www.jktenders.gov.in for finalization of Annual Rate contract.
2. The Manufacturer(s) / direct Importers / SSI units of J&K State with an **Average Annual Turnover of Rs. 1.00 crore** for the last three financial years, shall be eligible to participate in the bid. Supplies & installation shall be affected directly by the Manufacturers, direct Importers, besides through Authorized distributor(s) / Agents / Suppliers, as per clause 3.1, 3.2 & 3.3 of General terms & conditions. Bidder should have the permission to manufacture the item(s) quoted 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.
 - 3.1 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. In such case, tripartite agreement needs to be signed between JKMSCL, original manufacturer/direct importer & authorized dealer.
 - 3.2. 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.
 - 3.3. Original Manufacturer/direct 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 and catalogues of the quoted item.
5. The Bidder should submit along with the bids the following certificates for the items Bids:-
- (i) Tender / Tender Charges of Rs. 2,000.00 (Rupees Two thousand only) including Tender processing fee in the form of Demand Draft and 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 original to Corporate office Jammu before the last date of the submission of bid. However, the scanned copy of all the Demand Drafts / FDR/CDR/BG 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/European CE/USFDA/Certificate of accreditation by certified labs for quoted items as mentioned in bid Catalogue.

- (ix) Average Annual Turnover statement for past three financial years verified by the Chartered Accountant/Central Excise Department duly notarized.
- (x) Copies of Audited Balance Sheet & Profit & Loss statement certified by the Auditor for the last three Financial Years (2013-14, 2014-15 & 2015-16).
- (xi) Duly notarized copy of latest Sales Tax clearance certificate 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**.
- (xviii) The Corporation may 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.
- (xix) 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.
- (xx) The rate contract cum supply & installation can be repudiated at any time by the M.D., JKMSCL if the supplies & installations 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.

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/imported.
 - (D) The point of supply & installation shall be within the state of Jammu & Kashmir.
 - (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.**
7. **The required financial instruments (Bid / Tender charges) shall be submitted** through DD only (For EMD only FDR / CDR/BG 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 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 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.
- (iii) 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 of Rs. 25,000/- (Rupees twenty five thousand only). Earnest Money deposit shall have to be submitted / deposited in the form of FDR/CDR from scheduled/nationalized bank or BG (from Nationalized Bank only) before the last date & time of Bid submission. The Bids submitted without 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) 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 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. The overall guarantee of the items shall be five years from the date of installation.

12. MARKING

All articles should bear "JKMSCL SUPPLY (2016-17)" 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 installed either in part or whole pending receipt of laboratory test, where ever applicable. It may be noted that supply of goods less in weight, volume & specifications than those mentioned is an offence and the same will be dealt with in the manner prescribed under rules.

13. RATES AND COMPARISON OF RATES:

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

- (i) Comparison of Rates:- In comparing the rates tendered by firm claiming the price preference operating in the 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 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. Element of the J&K State VAT or CST/ 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.
14. (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. INSPECTION OF MANUFACTURING SITE/PLACE(S) OF INSTALLATION:

- (i) The firms/bidders are required to furnish the list of Govt./Corporate/private organizations where such racking items mentioned in the bid document are installed/placed to use since, minimum last three years for inspection by the committee constituted for inspection by the JKMSCL for the purpose, if deemed fit; after the opening of technical bid.
- (ii) For the technically qualified bidders, the site/plant of manufacturer/place(s) of installation may be inspected by the team/committee as mentioned in 15(i) above.
- (iii) **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/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 Bank Guarantee.
- (ii) The supply orders shall only be placed after deposition of appropriate amount of Security Deposit to the Corporation in the shape of Bank Guarantee.
- (iii) The Corporation shall pay no interest on security deposit/Earnest money deposit.
- (iv) Successful Bidders shall have to execute an agreement on a Non Judicial Stamp Paper Rs. 100/- in the prescribed form with 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, 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).

17. SUPPLY ORDERS:

- (i) All the supply orders shall be placed directly to the bidders by 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 along with installation within 30 days.**
- (ii) The consignee for supplies shall be the M.D / GM (Adm), 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 6 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.
- (v) It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the bid.

18. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement (Annexure-K) of supplies & installation made, in enclosed formats to each consignee(s) in statement No.1 and to M.D, JKMSCL/GM (Adm), JKMSCL within the specified period 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.

(b) Submission of Contract Completion Report:-

- i) The consignee (Incharge Drug House) should submit the consolidated contract completion report in the prescribed statement (**Annexure-K**) against each order to the JKMSCL within 30 days of supply/installation of material/item.
- (ii) The consignee (Incharge Drug ware house) shall maintain a register for item supplied to him and shall monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to JKMSCL within seven days of receipt/ installation of material.
- (iii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of MD, JKMSCL/GM (Adm), JKMSCL for taking action against the contractor/supplier. Intimation to the contractor/supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately. Any delay in taking action shall be viewed seriously by the corporation.

19. TERMS OF PAYMENT:-

Payment shall be released after receipt of supply & successful installation of material 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, installed & duly inspected within the stipulated delivery period at respected Drug Ware House 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 JKMSCL (J&K) before dispatching the delayed material. Unless

otherwise agreed between the corporation and the firm, payment for the delivery of the stores shall 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.

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 JKMSCL 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 shall 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/installed 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 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.
- (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 entity (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 shall 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 / testing free of cost.
- ii) Notwithstanding the fact that the authorized inspecting agency/ committee had inspected and/or has approved the stores/articles at the work of the manufacturer or at the supply point, the purchase officer or his duly authorized Expert, shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.
- (iii) In case of doubts in any specific test (where ever applicable), same may be got conducted in any laboratory as per guidelines issued by rate contract concluding authority. If the material is found below specification or defective, it will not be accepted and shall notify the defects to the firm and inspecting agency within 15days. He shall also simultaneously

ask the firm for removal of defect / replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective material after inspection or remove defects in the goods within fifteen days of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the corporation accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be re-inspected by Committee / Inspection Agency. Charges of such re-inspection at the work of manufacturer or at the supply point shall be borne by the supplier.

- (iv) 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 - (2015-16)"**

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. In case of any material of which there are no standards or approved specifications/catalogue, 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, 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 decision of 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. Joint inspection of defective material may be carried out as required by the corporation.
- (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 details of sites, where the racks as asked in the tender document are to be provided in phased manner and is as under :

Drug Store, GMC Jammu,
Drug Ware House, Nagrota,
Drug Ware House, Doda,
Drug Ware House Poonch
Drug Ware House, Kathua
Drug Store, GMC Srinagar
Drug Ware House, Anantnag
Drug Ware House, Baramulla
Drug Ware House, Barzulla,
Drug Ware House Leh

The prospective bidders may visit the sites with permission from JKMSCL.

- (ii) 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.
- (iii) 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.
- (iv) 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 MD/JKMSCL/GM (Adm) JKMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii) If the L-1 supplier has failed to supply / intimate JKMSCL about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, JKMSCL may also place purchase orders with the Matched L-1 Bidders for purchase of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the items quoted by them.
- (ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.
- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate Supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.
- (x) If the supplier fails to supply the item(s) for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered

by then 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. 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.

34. Arbitration Clause

34.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the State of Jammu and Kashmir and the laws of India as applicable to the State of Jammu and Kashmir.

34.2.1 Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively "dispute") by giving a written notice to the other party, which shall contain

- i. a description of the dispute
- ii. the ground for such dispute
- iii. all written material in support of its claim

34.2.2 The other party shall, within thirty days of issuance of dispute notice issued, furnish:

- I. Counter claim and defences, if any, regarding the dispute; and
- II. All written material in support of its defences and counter claim

34.2.3 Within thirty days of issuance of notice by any party pursuant to para 29.1.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.

34.3 Dispute Resolution: Besides, as referred above in para 29.1.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of

the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.

Note: - Small grievances regarding interpretation of any clause of the Contract / Agreement executed between the parties shall be referred to Managing Director, JKMSCL for its clarification and such interpretation(s) given shall not become subject matter for reference to Arbitration

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 Union of India including the state of J&K. In case of default, supplier has to deposit 7.5% of the total value of Purchase Order / Supplies made to the department(s)/ Institute(s) other than JKMSCL besides considered for debarring/blacklisting.

37. Canvassing:

- (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.

38. 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.

39 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.

40 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 shall not upload the complete tender document. 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).

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 shall not be considered.

2. Conditional tenders shall not be considered.
3. Transshipment shall be permitted and partial shipment not allowed.
4. Payment will be released after supply/installation of entire quantity to the satisfaction of the committee constituted for the purpose by JKMSCL.
5. The bidder should quote rates in Indian rupees and payment shall 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

ANNEXURE - C

LIST OF ITEMS

S. No	Code	Name of Item	Specifications
1.	SM006	Slotted Angle Rack	Slotted Angle rack : Size: Adjustable
			Rates per

			<p>(Different size in height, length & breadth according to the available space and requirement) Rates to be quoted as mentioned below :</p> <p>A.) Shelf : Adjustable size of specified 18 Gauge: per sft</p> <p>B.) Slotted Angle: 40 x 40 x 2.0 mm : per rft</p> <p>C.) Rates quoted as (A+B) shall be accounted for declaring L1.</p> <p>The rates should be quoted in BOQ inclusive of fitting material (nut/bolts etc) & labour charges. Should be enamel painted.</p>	<p>unit</p> <hr/> <p>Per sft Per rft (A+B)</p>
--	--	--	--	--

Note:

1. **Original Brochures / catalogues / product information, etc. shall be submitted in separate envelop along with drafts in JKMSCL, Corporate Office Jammu 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.**
2. **The rates quoted for item No. SM006 shall accounted as L1 on the basis of total calculation of (per sft of 18 gauge shelf + per rft of slotted angle i.e A+B). However the rates of sheet and slotted angle is mandatory to be reflected separately as mentioned in BOQ.**



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

Jammu Office: GMC Complex, Bakshi Nagar Jammu : Tele: 0191-2580842

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

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

ANNEXURE- D

FINANCIAL BID FOR QUOTED ITEM

S. N.	Name Item With full Specification	Item Code	Unit	Basic Rate / Unit	Excise duty	VAT or CST	Freight charges	Any other taxes	Total Rate / Unit
1	2	3	4	5	6	7	8	9	10
1.	Shelf : Adjustable size of specified 18 Gauge per sft.								
2.	Slotted Angle: 40 x 40 x 2.0 mm								
			Do not quote rates here.						

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/any other tax should be shown separately.
3. Excise component should be separately shown in column no.6.
4. Rate should be quoted for single unit
5. No cash discounts should be offered.
6. Read all the terms & conditions before filling the Annexure-D.
7. Please quote rates in absolute amount only and in Indian Rupees.
8. BOQ of the individual item shall have to be uploaded to ensure evaluation / finalization of items.
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.**

Note : The rates quoted for item No. SM006 shall accounted as L1 on the basis of total calculation of (per sft of 18 gauge shelf + per rft of slotted angle i.e A+B). However the rates of sheet and slotted angle is mandatory to be reflected separately as mentioned in BOQ.

(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.)	Supply commitment to JKMSCL (in nos.) Within stipulated time
1	2	3	4	5
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.	2013-14	-
2.	2014-15	-
3.	2015-16	-
	Total	- Rs. _____ Lakhs
	Average gross annual turnover	- Rs. _____ Lakhs

Date

Signature of the bidder

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

ANNEXURE-G

(On firm's letter head)

STATEMENT OF PAST SUPPLIES AND PERFORMANCE**(SPECIAL TERMS & CONDITIONS NO. -11)**

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		
2013-14							
2014-15							
2015-16							

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 submit market standing of the above item or the last three financial years.
3. 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)

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.

ANNEXURE-L

(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 and its Factory Premises at 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 2015-16 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:

ANNEXURE - N

(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:

LETTER OF ACCEPTANCE
(For Official use only – Not to be uploaded)

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

Sub :- Acceptance of the bid rates for the item
Ref :- Your bid no. dated 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.

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.

**FORMAT-AUTHORIZED REPRESENTATIVES/AGENTS OF ORIGINAL
MANUFACTURER/DIRECT IMPORTER**

To

Dear Sir,

We _____ who are established and reputed manufacturers of
_____ having factories at _____

Registered office at _____

possessing manufacturing license No. _____

and do hereby authorize M/S _____

(Name and Address of Representative) to submit a bid and subsequently negotiate with you against the above mentioned tender, subject to the condition that I/we, the original manufacturer/direct Importer of the bidding items and our authorized representative/Agent M/S _____ are ready to execute Tripartite agreement with the Corporation i.e JKMSCL stating inter-alia that :

1. The invoice submitted by the distributor for such supplies shall be endorsed by me /us i.e. the original Manufacturer/Direct Importer of bidding items and original copy of the delivery challan of Manufacturer towards distributor for such supplies shall also be endorsed along with invoice submitted by our Authorized Representative.
2. JKMSCL may secure an e-mail /alternative confirmation for authenticity of such supplies from Manufacturer/Direct Importer, before releasing the payment, which we are committed to provide.
3. The payment shall however be released on the terms and conditions of tripartite agreement to be signed between JKMSCL, Original Manufacturer / Direct Importer and the authorized representative of Original Manufacturer / Direct Importer of the bidding items for such supplies made by the authorized representative, on behalf of me / us.

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

I / we, further agree to comply with the conditions specified under Clause 2(a) Eligibility Conditions, of the tender document.

We hereby extend our full guarantee as per the tender conditions for the goods offered for supply against this invitation for bid by the above Firm.

Yours faithfully

Name

For and on behalf of M/S

(Name of the manufacturer/Direct Importer)

Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed and sealed by the Proprietor/ Managing Director of the firm / authorized signatory and shall have to be duly pledged before First Class Judicial Magistrate.

SAMPLE PERFORMA FOR AGREEMENTS
[On Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]

Agreement : 1

(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this day of 2017 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Near Over Head Tank, Govt. Medical College Jammu/ 121- Green Avenue, Hyderpora, Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract) and M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party)) have agreed to supply to First Party (Purchaser), the _____ with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party has agreed to deposit performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) of the tender document in the form bank of guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated, , the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

2.1. The agreement is for the supply & installation, by the Second Party (Suppliers) to the First Party (Purchaser), of the items on terms and conditions set forth in the agreement.

2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto a period of twelve (12) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.

2.3. The Second Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.

2.5. The release of payment shall be as per terms and conditions/ payment clause of the tender document and deduction and penalties as per the tender document.

3. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second Party shall in no case, use the rate contract of JKMSCL for making supplies and / or comparing of rates to/ with any of other department(s)/ agency(ies)/ NGO etc. In case Second Party supplies any of the item(s) at the rate contract or provides the document for comparison of rates or otherwise, to any other department(s)/ agency(ies)/ NGO(s) etc, the defaulted Second Party shall have to pay 7.5% of the total invoice value of the product(s) supplied to other department(s)/ agency(ies) etc at the rate contract of JKMSCL as

penalty to the first party (JKMSCL-purchaser) and further the Second Party shall be liable to be considered for Debarring/ Blacklisting for a period not less than five years.

4. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

4.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party) as performance security and cancel the contract.

4.2. In case the Second Party neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and incase of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.

4.3. If any time during the course of contract it is found that the information furnished by the Second Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause 4.1 above shall apply or any other action are deemed fit by the First Party may also apply.

4.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party. The Second Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.

5. All certificates or notices or orders for time or for extra, varied or altered suppliers 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, bidding or be of any effect what so ever.

6. The Second Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Second Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.

7. In case the Second Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being inforce or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article , clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8. SERVING OF NOTICE TO SUPPLIER

8.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.

9. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.

10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellat authority and decision of said authority shall be final.

11. All terms and conditions of the NIT shall be the part of this agreement.

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

Jammu & Kashmir Medical Supplies Corporation
(First Party) Represented by
General Manager (Adm)/ JKMSCL
(Signature, Name & full Address with
Witness (Signature, Name & Address)

1.

2.

[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]

Agreement : 2

(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)

This deed of agreement is made on this day of 2017 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Bakshi Nagar, Jammu/ 121- Green Avenue, Hyderpora, Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract), M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract) and M/s (Authorized agent/ dealer/ facilitator) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at (herein after referred to as "Third Party"- (Authorized Agent/ Suppliers/ Dealers) of Second Party, which term shall include its successors representative, heirs, executors and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party/ Third Party (Authorized agents/ dealer)) have agreed to supply to First Party (Purchaser), the _____ with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party/ third party have agreed to deposit performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) as per tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party/ Third Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part/ Third Party, and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply & installation of items for Jammu & Kashmir Medical Supplies Corporation Limited, the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

2.1. The agreement is for the supply & installation, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the items on terms and conditions set forth in the agreement.

2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto a period of twelve (12) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party/ Third Party.

2.3. The Second Party/ Third Party shall have no right/ query regarding placing of orders against the tentative requirement which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.

3. AUTHORIZED AGENTS/ DEALERS OF SECOND PARTY:

3.1. In this agreement, the Second Party (Original Manufacturer/ Direct Importers) have authorised M/s ; (Third Party) as Agent/ Distributers/ Dealers to submit bid, to negotiate with First Party, to raise invoice and receive payment on behalf of Second Party; and as such, supplies shall be endorsed by the Second Party M/s (Original Manufacturer/ Direct Importers) and original copy of delivery challan of Second Party towards the Third Party for such supplies shall be endorsed alongwith invoice submitted by Third Party to First Party.

3.2. The Corporation under such arrangements shall have a right to secure confirmation to

authority of suppliers from Second Party before releasing the payments.

3.3. The release of payment shall be as per terms and conditions/ payment clause of the tender document and deduction and penalties as per the tender document.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second Party or Third Party shall in no case, use the rate contract of JKMSCL for making supplies and / or comparing of rates to/ with any of other department(s)/ agency(ies)/ NGO etc. In case Second Party/ Third Party supplies any of the item(s) at the rate contract or provides the document for comparison of rates or otherwise, to any other department(s)/ agency(ies)/ NGO(s) etc, the defaulted Second Party or Third Party, wherever applicable, shall have to pay 7.5% of the total invoice value of the product(s) supplied to other department(s)/ agency(ies) etc at the rate contract of JKMSCL as penalty to the first party (JKMSCL-purchaser) and further the Second Party/ Third Party shall be liable to be considered for Debarring/ Blacklisting for a period not less than five years.

5. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

5.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party/ third party) as performance security and cancel the contract.

5.2. In case the Second Party/ Third Party fails, neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and incase of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party/ Third Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Part/ Third Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.

5.3. If any time during the course of contract it is found that the information furnished by the Second Party/ Third Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause 5.1 above shall apply or any other action are deemed fit by the First Party may also apply.

5.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party/ Third Party. The Second Party/ Third Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.

6. All certificates or notices or orders for time or for extra, varied or altered suppliers 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, bidding or be of any effect what so ever.

7. The Second Party/ Third Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party/ Third Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of "Customer" or otherwise; nor shall the Second Party/ Third Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.

8. In case the Second Party/ Third Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being inforce or should compound with his creditors,

it shall be lawful for the First Party to put an end to the agreement and there upon on every article , clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8.1. In case Third Party, (Authorized Agent/ Dealer/ facilitator- clause 3) at any time during the continuants of the contract become bankrupt of or insolvent or commits any act of bankrupt or insolvency either provisions of any law in that behalf for the time being in force, or should compound with his creditors, the Second Party, (Original Manufacturer/ Direct Importers) shall be bound to continue with the supplies directly for the First Party till the completion of contract otherwise it shall be lawful for the purchase to put an end to the agreement and thereupon every article clause and thing herein contained to be operative as part of First Party, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

9. SERVING OF NOTICE TO SUPPLIER

9.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party/ Third Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.

10. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.

11. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellat authority and decision of said authority shall be final.

12. All terms and conditions of the NIT shall be the part of this agreement.

Authorized Agent/ Dealer

(Third Party)

(Signature, Name & full Address with stamp)

Witness (Signature, Name & Address)

1.

2.

Original Manufacturer/ Direct Importer

(Supplier) (Second Party)

(Signature, Name & full Address with stamp)

Witness (Signature, Name & Address)

1.

2.

Jammu and Kashmir Medical Supplies Corporation Ltd. (First Party)

Represented by

General Manager (Adm)/ JKMSCL (Signature,

Name & full Address with Stamp)

Witness (Signature, Name & Address)

1.