



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Corporate Office Kashmir: Near Haj House, Bemina(190018), Srinagar
email: mdjkmssl2@gmail.com; website: www.jkmsclbusiness.com

M/S S.R, Technomed
Bakshi Nagar, Jammu (Bidder)

No: JKMSCL/GM(Adm.)/2026/18054-70 Dated: 25-02-2026.
Sub: Finalization and issuance of Rate Contract for the procurement of "Consumables for Automated IHC/ ISH Stainer" under "Machinery & Equipments".

Ref. No.

- 1 NIT NO. JKMSCL/ Mach/2024/611 dated 04-01-2024
2. Purchase Committee meeting held on 06.08.2025.
3. Minutes of Purchase Committee issued vide No. JKMSCL/PS/MD/2025-26/395-407 dated 12.08.2025.
4. LOI No. JKMSCL/GM(Adm)/2025/4687-92 dated 18.08.2025.
5. Agreement executed on 14.01.2026.

Sir,

In line with the decision taken by the Purchase Committee of JKMSCL in its meeting held on 06.08.2025 and notified vide its minutes referred to above, the following item/items as detailed below has/have been approved in your favour on the quoted rates in the offered documents submitted by you in response to the above referred to NIT:

S.No.	Description	Pack size	Amount With GST (12%) Per Kit
01	Opti view Amplification Kit	25 ml	68172.00
02	Rabbit Mono Neg Ctl Ig	25 ml	17898.72
03	Anti-Her-2/NEU (4B5)	5 ml	40880.00
04	Confirm Anti-Ki-67 (309) Rabbit Monoclo	5 ml	13832.00
05	Anti-ER (SPI)	25 ml	57904.00
06	Anti-PR (IE2)	25 ml	57904.00

Terms and Conditions:

- 1. Delivery Site:** Rates are FOR Drug warehouse of JKMSCL/any Govt. Institution(s) in the UT of J&K, wherever installation is required.
- 2. Validity:** The rate contract shall remain valid for a period of two years from the date of issuance of the Contract which can be extended for a period of 90 days or till such time the new rate contract is finalized, whichever is earlier, with mutual consent of JKMSCL and successful bidder.
- 3. Taxes:** As mentioned above and/or as applicable in line with the statutory provisions/Government notifications issued from time to time.
- 4. Performance Security:** Performance security equivalent to 5% of the total invoice value in the shape of Bank Guarantee in favour of FA/CAO, JKMSCL is required to be deposited within seven days from the date of issuance of Purchase Order(s) from time to time.
- 5. Supplies** Within 60 days from the date of issuance of supply order(s).
- 6. Penalty** In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%.

7. The firm shall submit an undertaking on stamp paper duly notarised/certificate to the effect that the above quoted rates are the lowest rates applicable/quoted to all Govt. / Private institutions/PSU's etc. Variation found if any, during the rate contract period by the Corporation/Intending department or any other agency shall be the sole responsibility of the Contractor/Supplier/manufacturer/importer.
8. The supplier/manufacturer/importer shall ensure to supply the Brand new and unused item(s) strictly as per specifications/sample(s) approved. Variations found, if any at the time of delivery of the equipment or at later stages by the Corporation/Intending department/any other agency which may lead to substandard or Not of standard/approved quality, shall be the sole responsibility of the supplier/ manufacturer/ importer/contractor.
9. JKMSCL is at liberty to get the feedback from the end-user department/intending department regarding the functioning of the machinery and equipment supplied by your agency. Adverse report, if any, may lead to strict action against you under rules/terms and conditions of the NIT/guidelines issued by the Govt. from time to time.
10. **Fall Clause:** The prices under contract shall be subject to price fall clause. The prices charged for the goods supplied under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the goods or offers to sell the goods of identical description to any other person(s)/Organization(s) including procurement agencies or any other department of Central Govt. or State Govt. as the case may be during the period till the performance of the contract. If at any time, during the period of the contract, the bidder reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the JKMSCL, J&K as well and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand reduced correspondingly. It implies that if the contract holder quotes/ reduces its price to render similar goods at a price lower than the contract price to any other organisation/institute in the Central/State Govt. at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price and the contract shall be amended accordingly.
11. **Risk Purchase:** If the bidder is unable to complete the supply within the specified or extended period, the corporation shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account and at his cost and risk, with the prior approval of Managing Director JKMSCL, J&K. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.
The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due shall be made from the bidder. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring agency will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period.
12. **Orders shall only be placed on the basis of actual requirement and subject to the availability of funds under the relevant Head of Accounts.**
13. **The aforesaid rates shall only be applicable for supply orders placed by JKMSCL. In case, the said rates after signing of agreement is used by your firm/dealer for making supplies to any other organization/department/agency on the said rate/rate contract, you shall have to pay 7.5 % of the total invoice value of product(s) supplied by your firm/dealer as penalty, besides, your firm shall be considered for debarring/blacklisting for a period not less than 5 years.**
14. **Acceptance of supplies is subject to production of relevant certificate(s)/report required in the matter.**
15. **Supplier/manufacturer/direct importer shall have to intimate immediately to the JKMSCL, in case, the firm or any of its product was or is getting debarred/blacklisted by any of the government department or PSU or any agency or otherwise. In case, Supplier/manufacturer/direct importer conceals the fact and it comes to the notice of corporation or any other agency or department(s), in later stages, the respective firm shall be held personally responsible for the same and action as warranted under rules of land/NIT shall be initiated against the defaulter firm.**
16. **Payment shall be released after successful installation and commissioning of the equipment duly verified by the intending department.**

17. Approved technical specifications shall remain same as per NIT (Annexure I)
18. All the terms and conditions of the NIT, Standard Procurement Procedure (SPP) of JKMSCL and LOI shall constitute an Integral part of this Rate Contract.

Yours sincerely,
25.2.26
(M A Choudhary) JKAS
General Manager (Adm.)
J&K Medical Supplies Corporation Limited

Copy for information to the:

1. Secretary to the Government, Health & Medical Education Department, J&K.
2. Mission Director, National Health Mission, J&K.
3. Principal, Govt. Medical College, Srinagar /Jammu/ Anantnag/ Rajouri/ Kathua/ Doda/ Handwara/ Udhampur/Baramulla.
4. Principal, Government Dental College, Srinagar/Jammu.
5. Director Finance, Health & Medical Education Department, J&K
6. Director, Health Services, Jammu.
7. Director, Health Services, Kashmir.
8. Controller, Drug & Food Control Organization, J&K.
9. Director, Family Welfare, MCH & Immunization, J&K.
10. Financial Advisor/CAO, J&K Medical Supplies Corporation Limited.
11. General Manager (K), J&K Medical Supplies Corporation Limited.
12. Dy. General Manager (P&S), J&K Medical Supplies Corporation Limited.
13. Dy. General Manager (Tendering), J&K Medical Supplies Corporation Limited.
14. Medical Officers (All drug ware houses), J&K Medical Supplies Corporation Limited.
15. Medical Officer (I.T), JKMSCL with the directions to upload the Rate Contract on DVDMS Portal.
16. Assistant Programmer (M) with the directions to upload the Rate Contract on official website of JKMSCL.
17. File