

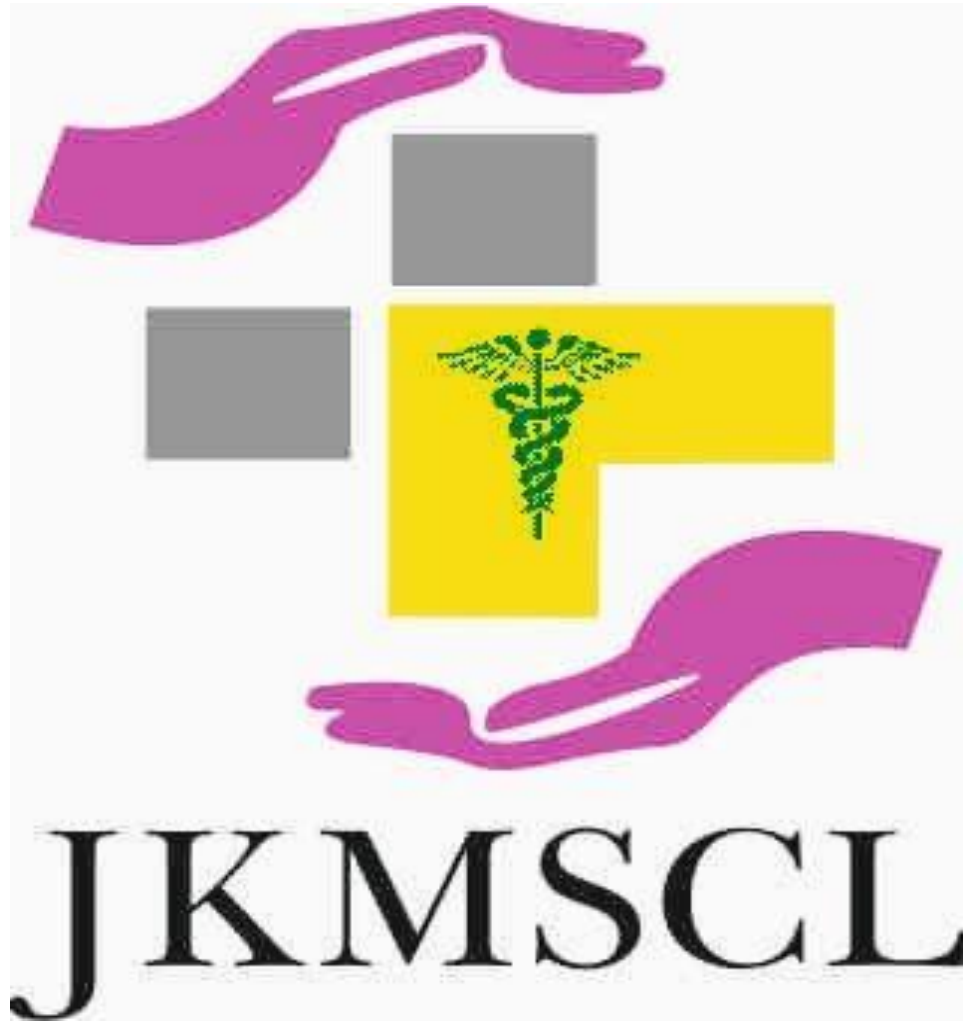
JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

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STANDARD PROCUREMENT PROCEDURES (SPP)



STANDARD PROCUREMENT PROCEDURE

Ideally, the objective of any procurement is to get the goods and services as per bid specifications within a given time schedule and at the most competitive prices without compromising Quality. To achieve this objective, it is essential to have well-documented and customized policy guidelines in each organization so that this vital activity is executed in a well-coordinated manner with least time and cost overruns. It is felt that the absence of a proper procedure manual in most organizations constitutes a significant weakness in the system as it not only leads to adhocism & arbitrariness in decision making but also results in a lack of quality supervision in the execution of works as benchmark standards are not available. This also encourages the 'interested officials' to indulge in corrupt practices, due to lack of accountability in the system, resultantly the purchase orders executed are based on the whims of the individuals.

Therefore, to ensure systematic and uniform approach in JKMSCL and to aspire for highest operating standards, with emphasis on transparency and accountability, a codified 'Standard Procurement Procedure (SPP)' containing the detailed tender/contract procedures, guidelines and standards of execution has been prepared. The best purchase procedures in the industry have been taken into account while preparing this document. The document is not final and complete; we shall ensure and strive for continuous improvement in all spheres.

Your suggestions and feedback is welcome.

sd/-
General Manager

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Chapter I

INTRODUCTION

- 1.1 The J&K Medical Supplies Corporation Limited - JKMSCL is a fully owned company of Government of J&K, sanctioned for establishment vide Government Order No. 329-HME of 2013, dated 22.05.2013, pursuant to the Cabinet Decision No. 130/15/ 2013, dated 21.05.2013. It is modelled after Tamil Nadu Medical Services Corporation (TNMSC), for procurement of drugs, medicines and medical equipment, etc in the State of Jammu and Kashmir for the Department of Health and Medical Education and other Health institutions.
- 1.2. The Corporation has introduced a new web based supply chain management and quality control solution on real time basis. All the stake holders can access their details on the web and shall receive constant alerts.
- 1.3. *In order to ensure best quality drugs are purchased the JKMSCL shall only purchase drugs having active ingredients at the lower limit of 95% at the entry level to the JKMSCL warehouses and the upper limits as prescribed in the relevant official Pharmacopoeias throughout its shelf life.*
- Apart from the tests mentioned in the official monographs, additional tests like friability and hardness of the tablets, leak test, primary packing of the products shall be conducted for ensuring the quality of the item during transportation and storage.
- 1.4. The Corporation spends public money in good faith and hence accountable. Our sincere endeavour shall be to purchase quality drugs at lowest possible rates and make its timely availability to end users.

Looking forward for your healthy cooperation.

sd/-
Managing Director,
JKMSCL
&
(Tender Inviting Authority)

Chapter II

SCOPE AND DESCRIPTION OF TENDER

2.1 General Definitions

- 2.1.1 Government *means*: Government of J&K, represented through the Secretary to Government, Health & Medical Education Department.
- 2.1.2 *Tender Inviting Authority (TIA)*: is the Managing Director of the JKMSCL, who on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the goods procured under this tender document.
- 2.1.3. *Tender document*: means the document published by the tender inviting authority containing the data identifying the article to be purchased, the quantity and delivery, and which includes designs, specifications, quality requirements and general conditions which shall govern the contract resulting from acceptance of a bid.
- 2.1.4. *Tendered quantity*: means the approximate quantity of items indented by the user institutions as mentioned in chapter V of the tender document, in respect of which the rates have to be quoted.
- 2.1.5. *User Institutions*: are Government Departments, health care institutions, autonomous bodies, etc for which the drugs under this tender are procured.
- 2.1.6. *Funding agencies*: are usually departments like Department of Health and Medical Education including Directorates of Health Services, Medical colleges, Dental Colleges, Directorate of ISM, Department of Sheep and Animal Husbandry, Department of Social Welfare, Department of CA&PD, Department of School Education, RMSA/SSA, Department of Higher Education, Police etc, and Missions/ organizations like National Rural Health Mission (NRHM), registered societies funded by the Government of J&K, Government of India, UN organizations, World Bank, Government assisted organizations etc, that provide funds for the procurement of drugs on behalf of whom the tender is invited by the Tender Inviting Authority. For the procurement under externally funded projects like World Bank, etc, the guidelines of the funding agency shall be followed if necessary.

2.1.7. **Blacklisting/ debarring:** the event occurring by the operation of the conditions under which the bidders shall be prevented from participating in the future bids of Tender Inviting Authority for a period up to 5 years, the period being decided on the basis of number/ nature of violations in the tender conditions and the loss/hardship caused/ likely to be caused to the Tender Inviting Authority on account of such violations, generally relating to the Non- execution of supplies, supply of substandard drugs, misbranded, adulterated or spurious drugs or any drug / product manufactured/ imported in contravention of any of the laws of the land, wrong quoting of items and for indulging fraudulent practices or having indulged in fraudulent practices at the time of making the bid or at any time during the validity of the tender or the contract thereof. The term shall include, among all other things, making false/ misleading declarations statements, presenting false/ misleading/ fabricated/ forged document(s), trying to influence /affect/ stall the tender/ procurement/ payment processes in any way, making false/ baseless complaints about other bidders or bids or products or any person/ organization/ related to the tender activities etc and such activities as specified in this Tender Document.

2.1.8. **Drug:** means and includes, substances defined as drugs in the Drugs and Cosmetics Act 1940(as amended from time to time).

2.1.9. **Minor Infirmities:** means minor discrepancies like non submission of audited reports, income tax clearance, license/certificate etc and clarifications on minor issues in the tender (which may not lead to disqualification of bidder) are noted. The Corporation, may allow the bidder additional time to submit the balance document/ clarifications provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidder. However, if balance documents/ clarifications are not submitted within the specified deadline, the bid shall be rejected.

2.1.10. **Major infirmities:** means major discrepancies in the bid offer wherein the key basic requirements are not complied with which shall lead to disqualification of offer like unsigned bid, price bid without rates, bid validity shorter than the required period, bids not meeting the prequalification criteria, non submission of EMD (where earnest

money is prescribed), late bids, where report of inspection of the production facilities/products are not satisfactory and bid offers with cross conditions other than the prescribed tender conditions. Indulging in fraudulent practices as mentioned in clause 7.34 and explained elsewhere in this document shall be deemed to be a major infirmity.

2.1.11. L1 rate: means the lowest rate declared by the Tender Inviting Authority for drugs/goods for the period mentioned in this tender document.

2.1.12. Matched L1 rate: means the rates of the bidder or bidders who have consented, in writing, to match the L1 rate for the particular drugs/goods and agreed to abide by the terms and conditions of tender document as agreed by L1.

2.1.13. Liquidated Damages/LD: means penal charges levied by the Tender Inviting Authority for the delay in supply of the Drugs/Goods after the expiry of stipulated period mentioned in the supply conditions of the tender at the rate mentioned therein.

2.1.14. Risk & Cost Value: is the additional cost incurred by the TIA in making alternate purchases of the quantity defaulted by the supplier from other sources at a higher cost.

2.1.15. Unexecuted fine: is the fine imposed for the default committed by the supplier in the form of short supply or non-supply of the quantity of the product ordered, if the defaulted quantity is not procured through alternate sources.

2.1.16. Letter Of Intent: is an intimation informing the successful bidder, the quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.

2.1.17. Purchase Order: means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the Drugs/Goods at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.

- 2.1.18. **Basic unit:** means the smallest unit of the goods to be made available as specified. The rate in the price bid shall be quoted on the basic unit price.
- 2.1.19. **Supply Schedule:** means the schedule for supply of goods which shall be adhered to for supply as specified unless altered with mutual consent on the basis of the movement/consumption of goods, exigencies and other reasons suiting the requirements of TIA and not suiting to the requirements of the supplier
- 2.1.20. **Supplier:** is a person/ firm/ company fulfilling the pre-qualification /eligibility criteria laid down in the tender document with whom the Purchase Order is placed on being qualified and who is abiding the terms and conditions of tender document.
- 2.1.21. **'SSI's':** means small scale industrial units as defined by the Department of Industries and Commerce, Government of J&K, manufacturing the goods within the state and registered with the competent authority of the Industries and Commerce Department, Government of J&K.
- 2.1.22. **Quality Control Manual:** The manual published by the Tender Inviting Authority, prescribing the parameters of testing of all the drugs, medical devices, sutures, blood diagnostic kits, consumables, disinfectants & chemicals etc procured by the Tender Inviting Authority. A drug supplied to JKMSCL has to pass all the parameters prescribed in the Quality Control manual during the test at the empanelled laboratories, failing which it shall be rejected.
- 2.1.23. **Empanelled Laboratory:** Drug testing laboratory approved under the Drugs and Cosmetics Act 1940 (as amended from time to time), selected by the TIA for the purpose of conducting analytical testing of the drugs supplied by the suppliers.
- 2.1.24. **e-Tendering:** it is the online bidding process using Government portal www.jktenders.gov.in, with the aim to bring transparency. The purchases/works above the cost of Rs 5 lacs are required to be done by the process of e-Tendering. However, the JKMSCL reserves the right to call tenders physically (not through e-Tendering), if situation demands so, without compromising on transparency policy of JKMSCL. The complete bidding process would be online. Bid

documents can be seen at and downloaded from the website www.jktenders.gov.in.

2.1.25. **Low Value Procurement:** Procurement of drugs of value up to Rs.10.00 lacs is considered as “**low value procurement**”, which shall be procured by calling limited tenders by directly mailing the tender notices to the potential tenderers and through publication on website www.jktenders.gov.in and on the notice board. Drugs of value above Rs. 10.00 lacs shall be procured through open tenders, giving wide publicity by publishing the Tender Notice in the Newspapers and State Tendering Portal www.jktenders.gov.in.

2.1.26. **Two Bid System:** consisting of technical bid and price bid - is adopted in the invitation of bids. For the value of drugs upto Rs. 10 lacs single cover system shall be followed. For value of drugs above Rs. 10 lacs two cover system shall be followed. *However the TIA is at discretion to apply two bid systems even for bids where value is less than 10 lacs.*

2.1.27. **Rate contract (RC):** is an agreement between the procuring agency (herein referred as JKMSCL) and the bidder for supply of goods at specified price and terms and conditions (as incorporated in the agreement) during the period covered by the rate contract. A rate contract is in the nature of standing offer from the bidder. The period of rate contract shall generally be one year.

2.1.28. **"Bid" and "Tender":** shall have the same meaning for purpose of procurement.

2.1.29. **Goods-** includes all articles, drugs, medicines, surgicals, sutures, fixtures, raw material, spares, instruments, software, machinery, equipments, vehicles, linen and any other category of goods whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of JKMSCL/ end user.

2.1.30. **Price firmness-** means the price that cannot be varied over a given period, is not negotiable and cannot be adjusted or changed.

2.2 Methods of Procurement

2.2.1 **Methods of Procurement:** The Corporation shall procure goods by means of any of the following methods, namely:

- a) Open Competitive Bidding; or
- b) Limited Bidding; or
- c) Two-stage Bidding; or
- d) Single Source Procurement; or
- e) Spot Purchase; or
- f) Rate Contract; or
- g) any other method of procurement notified by the State Government satisfying the principles of procurement, which the State Government considers necessary in public interest.

2.2.2. Open competitive bidding (Open tendering):

When to use method of open competitive bidding:

- a) The Corporation shall prefer the Open Competitive Bidding as the most preferred method of procurement to be followed.
- b) Where the Corporation chooses a method of procurement other than the open competitive bidding, it shall record the reasons and circumstances thereof.

2.2.3. Limited bidding (Limited tendering):

2.2.3.1 Conditions for adopting the method of limited bidding: - The Corporation may choose to procure the goods by the method of limited bidding if -

- a) The goods can be supplied only by a limited number of bidders; or
- b) The value of the goods is upto rupees five lakhs at a time, provided that the total value of procurement by the method of limited bidding by the Corporation during a financial year shall not exceed rupees twenty five lakh; or
- c) Owing to an urgency brought about by unforeseen events, the Corporation is of the opinion that the goods cannot be usefully obtained by adopting the method of open competitive bidding or limited bids may also be invited in place of open

tenders for procurement of goods estimated to cost more than Rupees five lakhs, if

- i. The authority competent (BOD) is satisfied that sufficient reasons, which shall be recorded in writing, exist that it is not in the public interest to call for open tenders, or
- ii. The sources of supply are definitely known and possibility of fresh source beyond those being tapped is remote, or
- iii. In cases where tenders are not received in open competitive bidding even after two attempts.

2.2.3.2 Procedure of limited bidding: The procedure of limited bidding /tendering shall include following, namely:-

- a) The Corporation shall issue an invitation to bid by writing directly, and within two days, to-
 - i. all the bidders who are registered for the goods with the Corporation or where the Corporation does not have registered bidders in respect of the required goods, it may use the list of registered bidders of any other procuring entities, if any
 - ii. In case registered bidders are not available, then to at least three manufacturers or authorised dealers or authorised service centres/ providers.
- b) The Corporation shall allow all prospective bidders who fulfill the qualification criteria laid down for the procurement, in the bidding documents, whether an invitation to bid has been issued to such a bidder or not, to participate in the bidding process.
- c) A minimum period of 10 days (7 days in case of emergency) shall be given to the firms to offer their bids
- d) Bid security shall not be obtained in case of limited bidding, but performance security deposit shall be obtained from the successful bidder.
- e) If limited bids are invited in place of open bids, the remaining procedure of bidding and the terms and conditions of the tender document including provision for bid security,

performance security, liquidated damages, procurement of undelivered quantities of the goods of procurement, etc. shall be similar to those prescribed for procurement through open competitive bidding

2.2.4. Single source procurement: -

2.2.4.1 Conditions for adopting the method of single source procurement: The Corporation may choose to procure the goods by the method of single source procurement if-

- a) The goods are available only from a particular prospective bidder, or a particular prospective bidder has exclusive rights in respect of the goods, such that no reasonable alternative or substitute source exists, and the use of any other procurement method would therefore not be possible; or
- b) Owing to a sudden unforeseen event, there is an extremely urgent need for the goods, and engaging in any other method of procurement would be impractical; or
- c) The procurement of substitute is technically not feasible for the existing goods, or cannot be economically procured considering the quantity required and value and the cost involved in adopting other methods of procurement.

2.2.4.2 Procedure of single source procurement: The procedure for single source procurement shall include the following, namely:-

- a) The Corporation shall solicit a bid from the single prospective bidder.
- b) The Corporation may engage in negotiations in good faith with the bidder.
- c) The single source may be selected out of the list of empanelled / registered bidders for the goods with the Corporation or with any other procuring entity, where the Corporation uses the list of registered bidders of such other Government procuring entity.
- d) bid security / earnest money deposit shall not be obtained in case of single tender option.

2.2.5. Two stage bidding:

2.2.5.1 The Two-stage bidding procedure should be used in large and complex contracts where technically unequal proposals are likely to be encountered or where the competent authority is aware of its options in the market but, for a given set of performance requirements, there are two or more equally acceptable technical solutions available to the competent authority.

There have been instances where the equipment /plant to be procured is of complex nature and the procuring organization may not possess the full knowledge of the various technical solutions available in the market to meet the desired objectives of a transparent procurement that ensures value for money spent, simultaneously ensuring upgradation of technology & capacity building.

In such procurement cases where technical specifications need to be iterated more than once, it would be prudent to invite expression of interest and proceed to finalise specifications based on technical discussions / presentations with the experienced manufacturers/ suppliers in a transparent manner. In such cases, two stage tendering process may be useful and preferred. During the first stage of tendering, acceptable technical solution can be evaluated after calling for the Expression of Interest (EOI) from the leading experienced and knowledgeable manufacturers/ suppliers in the field of the proposed procurement. The broad objectives and constraints etc. could be published while calling for EOI. On receipt of the Expressions of Interest, technical discussions/ presentations shall be held with the short-listed manufacturers /suppliers, who are prima facie considered technically and financially capable of supplying the goods or executing the proposed work. During these technical discussions stage, the Corporation may also add those other stake holders in the discussions who could add value to the decision making on the various technical aspects and evaluation criteria. Based on the discussions/ presentations so held one or more acceptable technical solutions could be decided upon laying down technical specifications for each acceptable technical solution, quality bench marks, warranty requirements, delivery milestones etc., in a

manner that is consistent with the objectives of the transparent procurement. At the same time care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidders. Proper record of discussions/ presentations and the process of decision making should be kept.

Once the technical specifications and evaluation criteria are finalized, the second stage of tendering could consist of calling for techno commercial bids as per the usual tendering system under single bid or two bid system, as per the requirement of each case. Final selection at this stage would depend upon the quoted financial bids and the evaluation matrix decided upon.

2.2.5.2 Conditions for adopting the method of two stage bidding: The Corporation may choose to procure the goods by the method of two stage bidding if:

- a) it is not feasible for the corporation to formulate detailed specifications or identify specific characteristics for the goods, without receiving inputs regarding its technical aspects from bidders; or
- b) The character of the goods is subject to such rapid technological advances and market fluctuations to make open competitive bidding unfeasible; or
- c) The Corporation seeks to enter into a contract for the purpose of research, experiment, study or development, except where the contract includes the production of items in quantities sufficient to establish their commercial viability or to recover research and development costs; or
- d) The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular procurement; or
- e) Open tendering was engaged in but no tenders were presented or the procurement was cancelled by the Corporation and where, in the judgement of the procuring entity, engaging in

new open-tendering proceedings or a procurement method under these rules would be unlikely to result in a procurement contract.

2.2.5.3 Procedure of two stage bidding: The procedure for two stage bidding shall include the following, namely:

- a) In the first stage, the Corporation shall invite proposals containing the professional and technical competence and qualifications of bidders regarding the goods and contractual terms and conditions of the proposed procurement;
- b) All first stage bids, which are otherwise eligible, shall be evaluated in accordance with the laid down procedure through an appropriate committee constituted by the Corporation;
- c) The committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions;
- d) In revising the technical design and stipulations and relevant terms and conditions of the procurement, the Corporation shall not modify the fundamental nature of the procurement itself, but may add, amend or delete any specification of the subject matter of procurement or criterion for evaluation;
- e) The Corporation shall then invite techno commercial bids as per the usual tendering system under single bid or two bid system.
- f) Any bidder, invited to proposal but not in a position to supply the goods due to changes in the specifications, may withdraw from the bidding proceedings without forfeiting bid security(if any) that he may have been required to provide

2.2.6. Rate contract:

2.2.6.1 Rate Contract (RC) is an agreement between the Corporation and the bidder or service provider for supply of goods or execution of a work or rendering specified services at specified price and terms and conditions (as incorporated in the agreement) during the period covered by the rate contract. A rate contract is in the nature of

standing offer from the bidder or service provider. The period of rate contract shall generally be one year.

2.2.6.2 Conditions for adopting the method of rate contract:

- a) The Corporation may choose to engage in a rate contract procedure in accordance with these rules, where it determines that:
 - i. The need for the goods is expected to arise on an indefinite or repeated basis during a given period of time;
 - ii. By virtue of the nature of the goods, the need for that subject matter may arise on an urgent basis during a given period of time.

2.2.6.3 Procedure of entering into a rate contract:

- a) The Corporation may award a rate contract on the basis of open competitive bidding. If it is not possible to adopt the method of open competitive bidding, by means of other procurement methods as stipulated in this document. An approximate quantity of required goods, works or service during the period shall be indicated in the NIB (Notice Inviting Bids), but no minimum quantity is guaranteed.
- b) The procedure for entering into rate contract(s) and award of work order(s) fall in two stages and shall include the following, namely:
 - i. In the first stage single cover or two cover bids shall be invited;
 - ii. A rate contract shall be entered for price without a commitment for quantity, place and timing of placing supply or work order with the bidder of lowest priced bid or most advantageous bid;
 - iii. In the second stage supply order shall be placed at the contracted price for supply of the required quantity of the goods, as and when needed;
 - iv. Rate Contracts may be executed with more than one bidder as parallel rate contracts, in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest bidder. This may be done in order to

secure prompt delivery, or proper execution of contract if the quantity of the goods required is beyond the capacity of the lowest bidder;

- v. The terms and conditions of the rate contract, shall be similar to those prescribed for procurement by open competitive bidding;
- vi. The prices under the rate contract shall be subject to price fall clause (7.35). Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone, at any time during the currency of the RC, the rate contract price shall be automatically reduced with effect from the date of quoting lower price for all delivery of goods and services under that RC and the RC shall be amended accordingly. The firms holding parallel RCs shall also be given opportunity to reduce their price by notifying them the reduced price giving them 15 days time to intimate their agreement to the revised price. If a parallel RC holding firm does not agree to the reduced price, further transaction with it shall not be conducted. Similarly, if a parallel RC holding firm reduces its price under the price fall clause during currency of the RC, its reduced price shall be conveyed to other parallel RC holding firms including the original RC holding firm for corresponding reduction in their prices, provided such parallel RC holder has production capacity not less than original RC holder and must have successfully executed supply order(s) not less than 25% of original RC holder. Care should be taken to ensure that declaring reduction in prices does not become a guise to unethical means of securing more orders;
- vii. It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap. In case it is not possible to conclude the new rate contracts due to unavoidable reasons, the existing rate contracts may be extended on same price, terms and conditions for a period not exceeding 3 months. In such cases it shall be ensured that market prices of the goods have not fallen down during the period.

2.2.7. Procurements during exigency/ without tenders-

2.2.7.1 This shall be operated to affect purchases of goods directly without tendering after due consideration to the exigency involved and the requisition placed by the indenting department in case of natural calamities, accident, catastrophe, militancy related issues or otherwise, when essential goods are required immediately. This shall be subject to written request from the HOD of indenting Department, mentioning the justification for such purchase, besides mentioning the specified period for which such goods are required. The purchases shall be made as follows:

- i. Without constituting a purchase committee upto an amount of Rs.1 lac by the Managing Director.
- ii. With constitution of three member purchase committee (one member essentially from Accounts section) upto an amount of Rs 5 lac.

2.2.7.2 In such cases, reasonability of rates and bonafide of source of supply shall be duly certified by the Managing Director.

2.2.7.3 Procedure of request for quotations: The procedure for request for quotations shall include the following, namely:-

- i. Quotations shall be requested from as many potential bidders as practicable, subject to a minimum of three;
- ii. Each bidder from whom a quotation is requested shall be informed whether any elements other than the charges for the goods of the procurement itself, such as any applicable transportation and insurance charges, customs, duties and taxes, are to be included in the price.
- iii. Each bidder shall be permitted to give only one quotation.
- iv. The successful quotation shall be the lowest priced quotation meeting the needs of the corporation as set out in the request for quotations.

2.2.8 Spot purchase: There might be situations in light of preceding clause which necessitates on spot purchasing. In such cases the committee shall survey the market to ascertain the reasonability of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee shall jointly record a certificate as under:

“Certified that we _____, members of the spot purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specifications and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question.”

2.3 PUBLICITY CODE

2.3.1 In order to generate fair amount of competition, besides ensuring optimum publicity with minimum financial resources, the JKMSCL has codified publicity procedure as reproduced below.

S.No.	Estimated Value of procurement	Mode of publication	
1	Upto rupees 5.00 Lakh	(i)	Website of JKMSCL
		(ii)	At least one Regional newspaper.
2	Above rupees 5.00 lakhs and upto Rs 1 crore	(i)	Website of JKMSCL
		(ii)	e-Tendering portal of state
		(iii)	Atleast two Regional newspaper.
		(iv)	In case of drugs/surgical/sutures, mailing to Pharma-associations.
3	Above rupees 1 crore and upto Rs 10 crores.	(i)	Website of JKMSCL
		(ii)	e-Tendering portal of state
		(iii)	Atleast two English Regional
		(iv)	In case of drugs/surgical/sutures, mailing to Pharma-associations.
		(iv)	One all India level English newspaper with wide circulation.
		(v)	Any Trade Journal
4	Above 10 crores	(i)	Website of JKMSCL
		(ii)	e-Tendering portal of state
		(iii)	Atleast two English Regional
		(iv)	In case of drugs/surgical/sutures, mailing to Pharma-associations.
		(iv)	Two all India level English newspaper with wide circulation.
		(v)	Any Trade Journal

2.4. SCOPE

2.4.1 The tender is invited for the supply of the item, the details of which are mentioned in Chapter V, needed for the Government institutions. The J&K Medical Supplies Corporation Ltd represented by the Managing Director (hereinafter called as the Tender Inviting Authority) is acting as the central procurement agency. The main objective is to have quality drugs and medicines and to obtain bulk discount through central procurement and to act as one stop point for all institutions for obtaining quality items procured under this tender. For this, the Corporation, on behalf of the Department of Health and Medical Education and other institutions shall undertake and oversee the procurement process, ensure that the successful bidders are supplying the items properly at the locations/institutions specified during the agreed period of contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

2.4.2 Bid Validity: The bidders are expected to quote their best rates for the items, the specifications and quantity as mentioned in Chapter V of this tender document. The bid shall be valid for a period of 120 days from the date of opening of bid under single cover system. Likewise the bid shall be valid for a period of 120 days from the date of opening of Cover A (Technical Bid), in case of two cover system. Moreover prior to the expiration of the bid validity the Tender Inviting Authority may request the bidders to extend the bid validity for another period of 30 days. The bidders may refuse extension of bid validity without forfeiting the Earnest Money Deposit.

2.4.3 The bidders cannot withdraw their bid within the minimum price firmness period of 120 days.

2.4.4 The successful bidder(s) shall have to enter into "Rate Contract", if required/specified, by virtue of which the rates quoted shall remain valid for the maximum period of 12 months or as mentioned in NIT, from the date of Rate Contract. Rate Contract may be extended for a further period but not exceeding 3 months on same price, terms and conditions and in exceptional circumstances for another period of 3 months on mutual agreement, subject to the condition that the market prices have not fallen down during the period.

2.5. BRIEF DESCRIPTION:

2.5.1 A two bid system – consisting of technical bid and price bid - is adopted in the invitation of bids (For the value of drugs upto Rs. 10 lacs single cover system may be followed). Those bidders who meet the pre qualification criteria set out in this tender document shall only be eligible for opening of price bids.

2.5.2 A complete set of tender documents may be purchased from the office of Tender Inviting Authority between 10.00 A.M. to 4.00 P.M. on the dates prescribed in the tender schedule in Chapter IV on all working days, by any interested eligible person on an application in writing and upon payment of Rs 2500- in the form of cash/Demand draft drawn in favour of, J&K Medical Supplies Corporation Limited payable at Srinagar/Jammu.

**The cost of tender documents may change at the discretion of TIA.*

2.5.3 Alternatively, the tender document can be downloaded from the website www.jktenders.gov.in provided a Demand Draft for an amount of Rs 2500/- favoring, J&K Medical Supplies Corporation Ltd., payable at Srinagar/Jammu is enclosed with the Technical Bid (Cover “A”) of the tender, failing which the tender shall be liable to be rejected summarily. In case of online Bidding(e-Tendering) the DD on account of downloading of tender document shall be scanned and uploaded along with other documents with technical bid.

**The cost of tender documents (whether downloaded or purchased physically) may change at the discretion of TIA.*

2.5.4 The tender offers, duly filled, shall be submitted in two separate sealed covers separately for technical and price bids.

Both the sealed covers shall be enclosed in another sealed (third) cover as detailed at clause 7.8.4 of Chapter VII.

In case of Online bidding (e-Tendering) the technical bid as well as the price bid shall be online and bidders shall require to follow procedures as laid down for e-Tendering as specified in Chapter III.

2.5.5 All bids must be accompanied with Earnest Money Deposit (EMD) as specified in clause 7.5 of the Tender document. Earnest Money Deposit [as per the format enclosed as **Annexure I (page no. 91 to 92)**] shall be equal to 2% of the total value of goods offered, subject to minimum of Rs.10,000/-, in the form of Demand Draft favouring,

J&K Medical Supplies Corporation Ltd., payable at Srinagar/Jammu.
(Please see clause 5.1 & 7.9.1.1)

- 2.5.6 Those firms which have failed in the previous inspections conducted by JKMSCL are not eligible to participate in this tender.
- 2.5.7 At any time, prior to the last date of sale of Tender, Tender Inviting Authority may, for any reason, or as per directions of the Government, modify the condition(s) in Tender documents by an amendment. All amendments shall be notified through the corporation website or tendering portal of J&K Govt. www.jktenders.gov.in and shall be binding on the prospective bidders. In order to provide reasonable time to take the amendment(s) into account in preparing their bids, Tender Inviting Authority may, at his discretion, extend the date and time for submission of tender.
- 2.5.8 There shall not be any individual communication in respect of general notices, amendments or modifications in the tender document. The prospective bidders are advised to check for updates at www.jktenders.gov.in / Corporation website on a day to day basis till the tender process is concluded. Individual communications shall only be issued in exceptional cases, at the discretion of the Tender Inviting Authority. All notices/information shall also be disseminated through the Tender Inviting Authority's website and such contents of the notices shall be binding on the bidders.
- 2.5.9 Tenders shall be opened on the specified date and time in the presence of bidders or their authorised employees, in case they choose to attend. The authorised employee should produce the valid authorisation letter alongwith photo identification cards issued by the company/concern, stating his /her designation. The Particulars shall also be mailed from official email or faxed.
- 2.5.10 The Tenders should be prepared and submitted as per the tender formats only prescribed in the tender document and should be addressed to:
- The Managing Director**
J&K Medical Supplies Corporation Ltd.
Srinagar/Jammu
J&K State Phone :, Tele Fax:,
Email: xxxxxxx@JKMSCL.nic.in

2.5.11 The date of opening of technical bid only shall be published in advance. The date of opening of price bid shall be notified subsequently after the prequalification of the bidders.

2.5.12 Supply of items in contravention of the Drugs and Cosmetic Act 1940(as amended from time to time) and supply of drugs in violation of the tender conditions shall lead to blacklisting/debarring of the bidders.

2.5.13 Each batch of drug(s) supplied should have active ingredients at the lower limit of 95% with upper limits as prescribed in the relevant official Pharmacopoeias throughout its shelf life. Non-compliance with this condition shall lead penalisation and subsequent rejection of drugs.

2.5.14 Appeals against the orders of the Tender Inviting Authority may be made to the government within 10 days of communication.

2.6. TIME ALLOWED FOR SUBMISSION OF TENDERS.

2.6.1 For the value of drugs/ medicines upto Rs.10 lacs, minimum 21 days from the date of uploading of NIT on web portal www.jktenders.gov.in

2.6.2 For the value of drugs/medicines over Rs.10 lacs upto Rs. 100 lacs, minimum 21 days from the date of uploading of NIT on web portal www.jktenders.gov.in

2.6.3 For the value of drugs/medicines above Rs.100 lacs, minimum 30 days from the date of uploading of NIT on web portal www.jktenders.gov.in

Chapter III

e-TENDERING

3.1. e-Tendering Details.

- 3.1.1 In order to bring transparency, all the purchases/works above the cost of Rs 5 lacs shall be done by the process of e-Tendering. However, JKMSCL reserves the right to call tenders physically (not through e-tendering) if situation demands so, without compromising on transparency policy of JKMSCL.
- 3.1.3 The complete bidding process would be online. The Bid i.e. Technical Bid as well as Price Bid is to be submitted online on web portal www.jktenders.gov.in .
- 3.1.4 Bid documents can be seen at and downloaded from the website www.jktenders.gov.in. Bid documents contain qualifying criteria for bidders, specifications, bill of quantities, conditions and other details.
- 3.1.5 Bids must be accompanied by cost of tender document as shall be specified by TIA and EMD as specified at clause 5.1. The firms shall upload scanned copies of Demand Drafts prepared separately for cost/downloading of Tender Document and EMD while submitting their online offers.
- 3.1.6 The original financial instruments in respect of cost of tender documents and EMD and all relevant technical bid documents in original must be deposited in the office of MD JKMSCL before 2 days of last date of e-Tendering upto 1400hrs. If the office happens to be closed on the date of receipt as specified, the EMD, relevant documents, and document fee shall be received on the next working day at the same time and venue.

3.2. Instruction to bidders regarding e-tendering process

- 3.2.1 The interested bidder(s) can download the Bidding documents/NIT from the web site www.jktenders.gov.in
- 3.2.2. To participate in bidding process, bidders have to get (DSC) “digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate shall be required

for digitally signing the bid. The bidders, who already possess valid (DSC) Digital Signature Certificate, need not to procure new Digital Signature Certificate.

- 3.2.3. The bidders shall have to submit their bids (technical as well as financial) online in electronic format with digital signatures. The bids cannot be uploaded without digital signatures. No proposal shall be accepted in physical form.
- 3.2.4. Bids shall be opened online as per time schedule mentioned at Chapter IV.
- 3.2.5. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents which are to be uploaded along with bid are complete in all respects. The corporation shall not be responsible for delay in online submission of bids for whatsoever reason.
- 3.2.6. The details mentioned in the original instruments (demand drafts) submitted in respect of the of cost of documents and EMD specified in the tender documents should in no case vary with the details of the scanned copies submitted online otherwise bid shall not be accepted.
- 3.2.7. The guidelines for submission of bids online can be downloaded from the website www.jktender.gov.in

3.3 e-Tenders to be submitted under two cover system.

A) Cover 1st (Technical bid)

Scanned copies of the documents to be uploaded as detailed at clause 7.9 (contents of the technical bid – cover A).

NB:- if a particular document/certificate to be uploaded as specified in clause 7.9, is not applicable for bidder, the bidder shall attach a scanned copy of declaration in the letter head stating document is not applicable/ exempted/ not available for bidder in connection to this tender. Failure to attach any of the documents specified in the technical bid requirements of e-Procurement portal will lead to rejection of bid automatically.

B) Cover 2nd (price bid)

Break up details of landed price.

The tenderer should quote for only those items which qualify as per terms and conditions of the tender and for which they have valid GMP certificate as per revised Schedule 'M' of the Drugs & Cosmetics Act 1940(as amended from time to time).

Chapter IV

TENDER SCHEDULE

4.1. Tender Details

S.No	Item	Details
1	Tender No.	JKMSCL/xxxxxx/2013/004,DATED DD/MM/20YY
2	Cost of tender Document	Rs 2500.
3	Earnest Money deposit	Earnest Money Deposit EMD required for the drug is mentioned in column 8 of clause 5.1(List of drug tendered).
4	Validity of EMD	120 days from the date of opening of technical bid.
5	Security Deposit	5% of the total value (including taxes) of the Purchase Order.
6	Validity of Security Deposit /Performance Security	15 months from the date of execution of agreement or 3 months after successful completion of supply whichever is later.

4.2. Important dates (these are indicative and not Absolute)

S.No	Particulars	Date and time	Venue
1	Date & time of commencement of sale/downloading of tender document	0 th day (time)	Head Office, JKMSCL.
2	Date & time of Pre-tender meeting(<i>discretionary</i>)	8 th day (10.00am)	
3	Start date & time of Online submission of e-Tenders	11 th day (time)	
4	Last date and time of uploading(by bidders) of tender	As shall be notified	
5	Last date and time of receipt of EMD and other relevant documents in	Two days before opening of technical bid.	

S.No	Particulars	Date and time	Venue
	sealed cover as specified at clause 3.2.5 alongwith cost of tender document in separate cover.		
5	Date and time of opening of the Technical bid	As shall be notified	
6	Date of opening of the price bid.	To be informed to the qualified bidders.	

Chapter V

DETAILS OF DRUG(S) TENDERED

5.1. List of Drug(s) Tendered

S.No	Drug code	Drug name	Specification			Tendered Quantity (approx)	EMD (INR LACS)
			Dosage form	Strength	Unit		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Note:

The contract shall be awarded to the bidder who quotes the lowest rate for the unit subject to success/acceptance of technical bid and fulfilling of all conditions as specified.

5.2. Schedule of Requirements

5.2.1. The schedule of requirements showing the quantity of items in every location shall be given along with the purchase orders to the successful bidders (called the suppliers). The items are to be delivered at District Drug Warehouses (DDW'S) of JKMSCL. Locations of the DDW'S are mentioned in **Appendix – I (page no. 129)**. It may be noted that JKMSCL is in the pursuit of increasing the number of warehouses and the successful supplier has to supply the items to the warehouses mentioned in the purchase orders issued from time to time. Address of the new warehouses shall be made available to successful bidders and/or shall also be made available in the official website. It shall be responsibility of the supplier to ensure proper storage and transport of the materials during the transport so as to preserve their properties.

5.2.2 The JKMSCL does not guarantee purchase of the quantity tendered. The quantity mentioned at clause 5.1 is tentative and may increase or decrease, subject to availability of budget and exact requirement.

5.2.3 The corporation reserves the right to place purchase order for only such quantity as may be deemed necessary and the bidder shall be bound to supply the ordered quantity only. Quantity supplied in excess shall not be paid for.

- 5.2.4 Notification of Dispatch: The supplier shall adhere to the schedule given in clause 6.1.2 & 6.1.3. On dispatch of the materials, supplier shall forward all dispatch details to the Corporation instantaneously.
- 5.2.5 Contact Person: The supplier shall designate and provide the details of the official, who shall be handling the dispatch of goods to the Corporation, to ensure smooth management of inventory. He should be conversant in Urdu/Hindi/English. No liaison agent should be appointed as contact person.

Chapter VI

SPECIFIC CONDITIONS OF CONTRACT

6.1. Time Limits prescribed (these are indicative only)

S.No	ACTIVITY	TIME LIMIT		
6.1.1	Submission of Security deposit and entering into contract	15 days from the date of issue of Letter of Intent.		
6.1.2	Schedule of dispatch details			
	0th day	Letter of Intent (LOI)/Purchase Order/Both		
	Within 15 days of LOI	The supplier shall have to execute the agreement, and deposit the required Security amount.		
6.1.3	Schedule of purchase order and supply.	The purchase orders shall be placed with the following supply schedule.		
		No of days from Purchase Order.	Minimum % of the ordered quantity to be supplied.	Penalty for default supply
		Within 45 days	40%	As specified in clause 6.1.6
Within 60 days (Indian items) & 90 days (Imported)	100%			
6.1.4	Payments against supplies	The bills shall be processed after the receipt of 60% of the ordered quantities, provided supplies have passed the requisite quality tests at Empanelled Laboratories. However the bills shall be cleared for payment, only for the actual quantities received by the corporation and no advance payment shall be made.		
6.1.5	Cancellation of schedule of purchase orders	The purchase order shall be liable to cancellation if the delivery schedule is not		

S.No	ACTIVITY	TIME LIMIT		
		strictly followed.		
6.1.6	Penal provisions for supply inefficiency	1	Delayed supply	A penalty of 2.5%, 5%, 7.5% & 10% of the value of delayed supply subject to maximum of 10% of that value after a period of 1/4, 1/2, 3/4 of the supply period after which, penalty shall be 10% of the invoice value. Total penalty period shall be upto 60 days from the last day of supply period, after which, it shall be deemed as unexecuted supply.
		2	Unexecuted Supply	Procedure for alternate supply as mentioned in Clause 7.25.7. & 7.26.7., or levying penalty @ 20% on value of unexecuted supply, whichever is more or debaring of the firm for the said product(s), as deemed fit, to TIA.
6.1.7	Release of EMD	1	Unsuccessful bidders	Within 30 days from the date of publication of the L1 bidder
		2	Successful bidder	Up on the executing of agreement and furnishing the performance security. The EMD of Successful bidder can be adjusted towards the security deposit at request.
6.1.8	Testing & Handling Charges	An amount equivalent to 1.5% of the supply value, shall be deducted towards handling & testing charges		
6.1.9	Release of security deposit	After 15 months/ 27 months from the date of execution of agreement (depending upon the		

S.No	ACTIVITY	TIME LIMIT
		period of rate contract) or 3 months after successful completion of supply whichever is later.

6.2. Eligibility criteria for participating in the tender:

- 6.2.1 Bidder should be a original manufacturer/direct importer having own original valid drug manufacturing/import license issued under the provisions of Drugs and Cosmetics Act 1940(as amended from time to time). Importers should possess valid sale license. *Distributors/ Suppliers/ Agents/ Loan licensees are not eligible to participate in the tenders, until are duly authorized on the prescribed format of NIT as authorized representative of original manufacturer/ direct importer, for which tripartite Agreement needs to be executed with original manufacturer/ direct importer as one of the parties, responsible to ensure the execution of quality supply(ies), against the supply order(s)issued on his/her behalf.*
- 6.2.2 Annual turnover during the last three years shall not be less than Rs.20 crores. Firms manufacturing dressing material like gauze and bandage cloth and firms quoting for AYUSH should have a minimum annual turnover of Rs.1 crore in each of the last three years. For surgical and sutures the firm should have a minimum annual turnover of Rs.4 crores in each of the last three years.
- 6.2.3. The bidders offering items requiring special cold storage conditions should either have their own cold chain transporting system or should have proper contract with a transporting agency, having facilities to transport the drugs under cold chain norms from the manufacturing unit to the warehouses of JKMSCL in the state of J&K complying cold chain norms. The containers of these items should be provided with temperature variation indicators like vaccine vial monitors or the consignment should be provided with data loggers for recording the temperature conditions during transit, the software of which also should be provided to all the warehouses.
- 6.2.4 Bidder should have at least 3 Years' Market Standing as a manufacturer for good(s) quoted in the tender (3 years should be completed from the date of sale of first batch of drug as on the date of notification of tender). The bidder should also have manufactured and

supplied at least 5 batches of the tendered drug in the last 3 consecutive years in respect of which the bidder shall furnish the statements of all batches manufactured year wise in the format given as **Annexure II (page no. 93)**.

- 6.2.5 In case of Importers, their principal manufacturer should have 3 years market standing in India and the importer should have 3 years market standing for each of the drugs quoted in the tender as importer
- 6.2.6 The bidder should hold and produce current GMP certificate, Market standing certificate and non-conviction certificate issued by the licensing authority for the drug(s) quoted.
- 6.2.7 The bidders who have been blacklisted/debarred by Tender Inviting Authority or blacklisted/debarred by any State Government or Central Government Organization for the reasons of quality non compliances, GMP non-compliances, major violation of the Drugs and Cosmetics act 1940(as amended from time to time), furnishing forged /fabricated /fake documents, should not participate in the tender during the period of blacklisting/ debarring. Their bids if submitted shall not be considered.
- 6.2.8 where a product(s)/ supplier is blacklisted / debarred in any other state or by central Govt. agency for reasons as detailed in preceding clause occur after the submission/ opening of the bid/ award of contract, the product(s) /bidder will be liable for blacklisting /rejection / termination / cancellation of the contract / purchase order / LOI or any other action as deemed fit. The product(s) bidder will be liable for such action in the event of any conviction/initiation of prosecution action under the Drugs and Cosmetics Act 1940 at any stage after submission/opening of bid.
- 6.2.9 Bidder should quote for at least 50% of the tendered quantity of goods(s) offered. However after evaluation of price bid, the eligible tenderers are permitted only for upward revision of the quoted quantity of any Drug(s) offered subject to sufficient production capacity. The downward revision of quoted quantity and /or production capacity is not permitted under any circumstances.

- 6.2.10 The bidders who have withdrawn after participating in any of the bids of the Corporation during last two consecutive years are not eligible to participate in this tender.
- 6.2.11 Bidders should submit and/or upload all the necessary documents as prescribed for inclusion in the technical bid under Clause 7.9 without any ambiguity, errors and should submit the requisite cost of the tender document and also the EMD. Non-submission of cost of tender document and EMD shall render bidder disqualified.
- 6.2.12 Those firms which were disqualified after factory inspection during preceding year by this Corporation or Tamil Nadu Medical Supplies Corporation or Kerala Medical Supplies Corporation or Rajasthan Medical Supplies Corporation or any other premier institution, shall not be eligible for participation in this tender (refer clause 7.18).

6.3 Price Preference

- 6.3.1 Price preference not exceeding 15 % for Domestic SSI's (registered with the Industries and Commerce Department of J&K Govt.) shall be available only for goods manufactured by them within the State of J&K.
- 6.3.2 For the purpose of granting price preference to the SSI units as noted in clause 6.3.1 above, the SSI's quoting price(excluding sales tax) less than or equal to 15% above the L1 rate(excluding sales tax) alone shall be considered. Price bids of SSI units located in J&K quoting more than 15% above L1 rate (excluding sales tax) shall not be considered for price preference under any circumstances. Domestic SSI units may also be invited for negotiation (if necessary), once they are declared as L1 bidder.

15% price preference shall be calculated as follows:

15% of Landed price (exclusive of sales tax) of Non-SSI unit = X.

X+ Landed price (exclusive of sales tax) of Non SSI unit, should be less than or equal to the Landed price (exclusive of sales tax) of SSI unit.

eg:- If the Landed price (exclusive of sales tax) of Non SSI unit is Rs.100/-, the Landed price (exclusive of sales tax) of SSI unit should be less than or equal to Rs110.00.

6.3.3. For arriving at L1 rate/bid ranking please see clause 7.8.10 & 7.10.6.

Chapter VII

GENERAL CONDITIONS OF CONTRACT

7.1. Contents of the Tender Document:

This 'Tender Document' contains the following:

- 7.1.1 Introduction (Chapter I)
- 7.1.2 Scope and Description of Contract (Chapter II)
- 7.1.3 e-Tendering (Chapter III)
- 7.1.4 Tender Schedule (Chapter IV)
- 7.1.5 Details of Drugs tendered (Chapter V)
- 7.1.6 Specific Conditions of Contract (Chapter VI)
- 7.1.7 General Conditions of Contract (Chapter VII)
- 7.1.8 Appendices - documents supplied by the tender inviting authority
- 7.1.9 Annexures – formats for submission of bids by the bidders.

7.2. Responsibility of verification of contents of tender document:

- 7.2.1 Intending bidders shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents mentioned under clause 7.1, are contained in the 'Tender Document'.
- 7.2.2 Failure to furnish any information/document along with the tender as required by this tender document and/or submission of an incomplete or ambiguous offer shall be at the bidder's risk and may result in the rejection of the bids.

7.3. Tender Document

- 7.3.1 The specifications and terms and conditions governing the supply of goods are contained in this "Tender Document".
- 7.3.2 The tender document can be downloaded from website www.jktenders.gov.in. The bidders shall attach a separate Demand Draft as Cost of tender document (mentioned in Chapter IV) drawn on any Nationalized/scheduled Bank favouring the J&K Medical Supplies Corporation Ltd payable at Srinagar/Jammu, alongwith with the Technical Bid. Besides, a separate Demand Draft towards EMD shall also be attached with the bid, failing which the offer shall be rejected.

7.4. Guidelines for preparation of Tender

- 7.4.1 The bidder shall bear all the costs associated with the preparation and submission of the bid. The Corporation shall in no case be responsible or liable for any of these costs, regardless of the conduct or outcome of the bidding process.
- 7.4.2 It is compulsory to provide a check list as per **Annexure III (page no. 97 to 102)** as facing sheet alongwith the technical bid so as to enable the Tender Inviting Authority to prima facie verify the compliance of all tender conditions, besides ensuring requisite documentation has been complied with.
- 7.4.3 Language of Bid: The Bid prepared by the bidder and all correspondence and documents relating to it, exchanged by the bidder and the Tender Inviting Authority, shall be in English language only. Supporting documents furnished by the bidder if written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.
- 7.4.4 The tender once submitted shall not be altered in any case and should not have any scope of ambiguity, cutting or overwriting. In case of overwriting /cutting if any, it must be authenticated under signature of the bidder.
- 7.4.5 The documentary evidence submitted along with the Tender shall be duly attested by the bidder (besides notarization wherever specified) on every page and serially numbered as abstracted in the checklist as provided under clause 7.4.2. Any interlineations, erasures or over writing etc shall be valid only if they are authenticated by the person(s) signing the offer. If any of the documents such as Drug License, Market Standing Certificate, Non-conviction Certificate, Sales Tax Clearance Certificate, or any other document issued by any state/central Government authority has corrections / erasures, the same shall be attested by the authority who originally issued the certificate.
- 7.4.6 The bidder shall furnish a declaration in the prescribed format as **Annexure IV (page no. 103)** of having read the contents of the

tender document and amendments, if any published by the Corporation in full and accepted the same.

- 7.4.7 The Tender shall be type written (computerised) or written in indelible ink and shall be signed by the bidder or person(s) duly authorized to bind the bidder to the Contract with Tender Inviting Authority. The person signing the document shall have due Power of Attorney made by the Board of Directors/Partnership/Proprietor, etc in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document. The photo of the person authorized to sign the document shall be affixed to the Power of Attorney with due authentication. Where the Managing Director/Managing Partner or sole Proprietor signs the tender and accompanying documents a notarized document attesting the signature of the person shall be furnished. The Power of Attorney shall be on non-judicial stamp paper duly notarized.
- 7.4.8 An offer submitted in vague/ambiguous financial terms shall be termed as non-responsive and shall be summarily rejected. In case where a bidder intends not to charge any value or declines to offer any service he shall clearly mention “NIL” or “NO” in bold letters instead of “0” (zero). However, where the bidder uses “0” in his bid, it shall always be treated as nil charge or decline to a particular service, and shall in no case be negotiated afterwards.
- 7.4.9 A prospective bidder requiring any clarification of the tender documents may notify the Tender Inviting Authority in writing by email or fax at the Tender Inviting Authority’s mailing address/fax number indicated in this tender document. The Tender Inviting Authority shall respond to any request for clarification of the tender Documents which it receives before 08 days prior to the deadline for submission of bids.
- 7.4.10 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority. However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for have been properly received in time by the Tender Inviting Authority.

7.4.11 The manufacturing premises of the tenderers who shall be participating for the first time in the Corporation tender and those firms whose premises have been inspected and empanelled 3 years before shall be inspected for the compliance of GMP as per “Revised Schedule M of Drugs and Cosmetics Act 1940(as amended from time to time)” and for their production capacity. Only those bidders shall be considered for price opening bid in whose favour the inspection team reports compliance to GMP alongwith sufficient Production Capacity. However, the firms may be exempted from inspection of manufacturing premises as detailed at 7.18.2

7.5. Earnest Money Deposit (EMD): *{Explore possibility of payment of EMD online using electronic payment gateway service if provided in e-Procurement website}*

7.5.1 The EMD shall be @ 2% of the estimated value of purchases subject to minimum of Rs 25000/-. Non- submission of EMD (as mentioned in Chapter IV) along with the Technical Bid shall be one of the primary reasons for rejection of the offer in the first round.

7.5.2 The EMD shall compulsorily be in the shape of Demand Draft only, drawn on any Nationalised/ Scheduled Bank, favouring J&K medical supplies Corporation Ltd, payable at Srinagar/ Jammu. No other mode of payment/instrument shall be accepted.

7.5.3 SSI units registered with the Industries and Commerce Department of J&K Government shall have to deposit EMD @ 2% , subject to maximum ceiling of Rs 5000/-, with the condition that the offered product is manufactured within J&K state, subject to submission of valid documents and to the fulfilment of all other conditions of the tender document.

7.5.5 The EMD of unsuccessful bidders shall be discharged/ returned as promptly as possible after publishing of the final L1 rate list by the Tender Inviting Authority latest by 30th day.

7.5.6 The EMD of the successful bidders shall be discharged upon the bidders signing the contract and furnishing the security deposit. The EMD of the successful bidder can however be adjusted towards the Security Deposit payable, if requested so by the bidder.

- 7.5.7 No interest shall be paid for the EMD/ Security Deposit.
- 7.5.8 The EMD shall be forfeited, if a bidder;
- 7.5.8.1 Misrepresents facts or submit false/fake documents during the tender process.
 - 7.5.8.2 Violates any terms and conditions of the tender document.
 - 7.5.8.3 Withdraws its bid after the opening of technical bid.
 - 7.5.8.4 Fails to sign the contract after issuance of Letter of Intent (for successful bidder).
 - 7.5.8.5 Fails to furnish Security Deposit after issuance of offer letter (for successful bidder).
 - 7.5.8.6 Makes false/baseless complaints about other bidders/ bids/ products, thus delaying the tendering process.
- 7.5.9 In case of inspection of production facilities, if the tender offer is rejected on the basis of the non satisfactory inspection report of the production facilities of the firm, an amount of Rs 50,000/- shall be forfeited from the EMD and the balance amount shall be refunded.

7.6. Period of Validity of Tender

- 7.6.1 The tender shall remain valid for minimum 120 days from the date of opening of technical bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.
- 7.6.2 Prior to the expiration of the bid validity the Tender Inviting Authority may request the bidder to extend the bid validity for another period of 30 days. The bidder may refuse extension of bid validity without forfeiting the Earnest Money Deposit.
- 7.6.3 The bidder who agrees to extend the bid validity shall not be required or permitted to modify his bid.
- 7.6.4 The bidders cannot withdraw their bids within the minimum price firmness period of 120 days.
- 7.6.5 Withdrawal of bid or non-compliance with agreed terms and conditions after the execution of agreement shall lead to invoking of penal provisions against the bidder and may also lead to black listing/debarring of the successful bidder as per the procedure detailed in clause 7.38, for a period up to 5 years from the date of

issue of such order. Such firms/bidder shall be ineligible to participate in any of the Tenders of the Tender Inviting Authority for the period of blacklisting/debarring.

7.7. Amendment of tender documents & Pre-Tender Meeting

7.7.1 At any time prior to the last date of submission of Tender, Tender Inviting Authority may, for any reason, or as per directions of the Government, modify the condition in Tender documents by an amendment. All amendments shall be notified through the Corporation's website and/or J&K Govts Tendering Portal www.jktenders.gov.in . In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may, at his discretion, extend the date and time for submission of bids.

7.7.2 Purchasers of tender documents are requested to browse the website of the Tender Inviting Authority and/or J&K Govts Tendering Portal www.jktenders.gov.in for information/ general notices/ amendments to tender document etc on a day to day basis till the tender is concluded.

7.7.3 Pre-bid conference

7.7.3.1 Pre-bid meeting shall be called by TIA if deemed necessary in order to discuss requirements along with terms and conditions of the tender document and to get the views of the prospective bidders.

7.7.3.2 The bidders can get clarification of the vague and ambiguous conditions/terms if any, besides facilitating TIA to amend or issue clarification if deemed necessary.

7.7.3.3 The prospective bidders who are attending the pre-bid meeting shall have to remit an amount of Rs. 700/- per person (non-refundable) as registration fee on or before scheduled date and time as mentioned in clause 4.2.

7.7.3.4 Failure to attend the pre-bid meeting shall not be a disqualification.

7.7.3.5 Bids can be uploaded only after the date of pre-bid meeting in case TIA decides to go for pre-bid meeting.

7.8. Tendering System

Generally bidding shall be online (e-Tendering)

7.8.1 The Bids are to be submitted in two Parts i.e. Cover – A(Technical Bid) & Cover- B(Price Bid). For the value of drugs upto Rs. 10 lacs single cover system shall be followed. For value of drugs above Rs. 10 lacs two cover system shall be followed.

7.8.2 Cover–A titled as TECHNICAL BID shall contain the complete technical details of the firm and the documents to prove the competency of the bidder. Apart from the documents and copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the bidder for supplying items meeting the quality standards and technical specification to the satisfaction of the Tender Inviting Authority and the user institution. *In case of Online bidding (e-Tendering) the technical bid as well as price bid shall be online and bidders shall require to follow procedures as laid down for e-Tendering as specified in Chapter III*

7.8.3 Cover - B titled as PRICE BID shall contain only the ‘Price Bid Form’ duly filled in the prescribed proforma [**Annexure V (page no. 103)**]. Price Bid not submitted in the prescribed proforma shall not be considered for evaluation.

7.8.4 The tender offers, duly filled, shall be submitted in two separate sealed covers separately for technical and price bids respectively. Such covers shall be super scribed as:

“TECHNICAL BID – COVER ‘A’

TENDER.NO. JKMSCL/xxxxxxxxx/2013/004 DATED 01.01.2014
FOR THE SUPPLY OF “drug/medicine/vaccine name” or

“PRICE BID – COVER ‘B’ –

TENDER.NO JKMSCL/xxxxxxxxx/2013/004 DATED 01.01.2014.
FOR THE “drug/medicine/vaccine name” as the case may be.

Both the sealed covers shall be enclosed in another sealed (third) cover which should also be super scribed as:

TENDER.NO. JKMSCL/xxxxxxxxx/2013/004 DATED 01.01.2014.
FOR THE drug/medicine/vaccine name.

Every cover shall also indicate the name and address of the bidder.

In case of Online bidding (e-Tendering) the technical bid as well as price bid shall be online and bidders shall require to follow procedures as laid down for e-Tendering as specified in Chapter III

- 7.8.5 A Third Cover, containing the above two sets of documents in separate covers shall be sealed and marked properly and shall be addressed to;

The Managing Director
J&K Medical Supplies Corporation Ltd
Srinagar/Jammu,
J&K.

- 7.8.6 The outer (third) cover shall indicate the Tender No, last date & time of receiving the tender, the name and address of the bidder to enable the Tender Inviting Authority to return the same unopened to the bidder in the event it arrives later than the stipulated time and date or is declared invalid otherwise.

- 7.8.7 If the bids are not submitted as per the requirement of the above clauses, the Tender Inviting Authority shall assume no responsibility for the misplacement of bid offer or premature opening and consequential rejection.

In case of Online bidding (e-Tendering) the technical bid as well as price bid shall be online and bidders shall require to follow procedures as laid down for e-Tendering as specified in Chapter III

- 7.8.8 The details of the required items are shown in Chapter V. Quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Tender Inviting Authority especially in relation to any Government directions. The rates quoted should not vary with the quantum of the order or the destination.

- 7.8.9 Tender has been called for in the generic names of drugs. The bidders should quote the rates for the generic. The products offered shall comply with the tender specifications given in Chapter V. Any variation found shall result in the rejection of the tender.
- 7.8.10 **Rates (inclusive of packaging and forwarding, Sales Tax, Excise Duty, Customs duty, transportation, handling, insurance, loading and unloading and any other incidental charges) should be quoted for each of the required goods separately on door delivery basis according to the unit ordered.** Tender for the supply of items with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., shall not be paid additionally. The delivery should be made as stipulated in the purchase order placed with successful bidders.
- 7.8.11 The price shall be quoted on basic units mentioned in price bid format only.
- 7.8.12 The price quoted by the bidders shall not, in any case exceed the price quoted for other procurement agencies or controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, shall exercise, the right to revise the price at any stage in consonance with fall clause at 7.35. This discretion shall be exercised without prejudice to any other action that may be taken against the bidder.
- 7.8.13 The rates quoted and accepted shall be binding on the bidder during validity of the bid and any increase in the price shall not be entertained till the completion of this tender period.
- 7.8.14 No bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the bidders. Supplies should be made directly by the bidder and not through any other agency and the invoice should be in the name of the bidder.

7.8.15 The bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority or the team of officials of other departments other than JKMSCL, deputed by TIA for the compliance of GMP as per “Revised Schedule M of Drugs and Cosmetics Act” and for their production capacity. The bidder shall extend necessary cooperation to the team in inspection of manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. Photographs of the key manufacturing areas shall be permitted to be taken, but shall not be published in the website due to misuse by competitors. If the company/firm does not allow for such inspection, their tenders will be rejected.

7.8.16 The tenderer should not influence the inspection team in any manner including providing conveyance, accommodation, food, or any means to influence the outcome of inspection and shall result in rejection of the bid without prejudice to other conditions.

Complaints by suppliers should be submitted to the Managing Director in writing. The complaints by the supplier shall not be entertained unless it is submitted within 7 days after the supplier became aware of circumstances / should have become aware of circumstances.

7.9. Contents of the Technical Bid - Cover “A”

7.9.1 The bidder should furnish the following in a separate cover hereafter called "Cover A".

All the documents uploaded/submitted should be signed with seal by the tenderer page-wise, besides notarizing wherever prescribed.

S.NO.	DOCUMENTS TO BE UPLOADED.
7.9.1.1	Earnest Money Deposit, IF NOT EXEMPTED shall be as per clause 5.1 of the tender document and shall be in the form of Demand Draft favouring Jammu and Kashmir Medical Supplies Corporation Ltd., payable at Srinagar/Jammu.
7.9.1.2	Demand draft for the cost of Tender Document as prescribed favouring Jammu and Kashmir Medical Supplies Corporation Ltd., payable at Srinagar/Jammu.

S.NO.	DOCUMENTS TO BE UPLOADED.
7.9.1.3	List of items quoted in the format prescribed in Annexure VI (page no. 105).
7.9.1.4	Documentary evidence for the constitution of the company /concern such as Memorandum and Articles of Association, along with notary attested copies of Form 32 whenever there is a change of Directors, Partnership deed (Notary attested copy) etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. Also the list of present MD & Directors in the board of company duly certified by the company secretary of the company/Practising company secretary/Chartered Accountant to be furnished.
7.9.1.5	Notary attested copy of Manufacturing License and Certificate of renewal/current validity certificate along with the product permit duly approved by the Licensing authority for each product quoted. Items quoted along with specifications shall be clearly highlighted in the product permit(license). Original documents should be produced when demanded for verification
7.9.1.6	Notary attested photocopies of valid import license(to prove 3 year market standing) in Form 10, if the product(s) are imported.
7.9.1.7	Notary attested copies of valid import registration certificates (to prove 3 year market standing) of product in Form 41, if the product is imported.
7.9.1.8	Notary attested copy of valid license for the sale of Drugs imported by the firms issued by the licensing authority shall be enclosed, if the product is imported.
7.9.1.9	Power of Attorney as specified in Clause 7.4.7.
7.9.1.10	Notarized document authorizing a responsible officer (with photograph) of the bidder to make the bid and to transact the business with the Tender Inviting Authority. The document shall be one signed by the Managing Director/Managing Partner or sole Proprietor. Liaison agents, commission agents, sales organizers etc. who are not employees of the bidder are not permitted.

S.NO.	DOCUMENTS TO BE UPLOADED.
7.9.1.11	Notarised Market Standing Certificate issued by the Licensing Authority as a manufacturer/importer for each drug quoted (Certificate should be enclosed with list of items). In case of imported products the bill of lading for the last three years and certificate of analysis for the product(s) offered shall also be furnished.
7.9.1.12	Notarised Sales Tax Clearance certificate together with english translation wherever required in the format prescribed in Annexure VII (page no. 107 to 108) .
7.9.1.13	Notary attested copy of Current Good Manufacturing Practices Certificate (cGMP) as per revised Schedule-M or WHO-GMP issued by the Licensing Authority. The bidder shall also furnish a notarized affidavit [refer format given in Annexure IV and Enclosures to Annexure IV (page no. 98 to 102)], declaring that the bidder complies the requirements of cGMP (as per revised Schedule-M)
7.9.1.14	In case of imported drugs, labels and literature of all quoted product(s) must be submitted with notarized copy of WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries, like USFDA or COPP (certificate of pharmaceutical product) certificate of their Principal Manufacturing Company of Firm.
7.9.1.15	Annual turnover statement for last 3 years in the format given in Annexure VIII (page no. 109) certified by the Chartered Accountant.
7.9.1.16	Notarised copy of Non-conviction Certificate issued by the Drugs Controller of the state certifying that the manufacturer/importer has not been convicted under the provisions of the Drugs & Cosmetics Act 1940(as amended from time to time), and the product(s) quoted have not been cancelled during last three years.
7.9.1.17	Notary attested copies of audited balance Sheet and Profit and Loss Account for last three years duly certified by Chartered Accountant.
7.9.1.18	Notarised declaration for printing/ embossment of logo

S.NO.	DOCUMENTS TO BE UPLOADED.
	of the Corporation etc. as given in Annexure IX (page no. 111 to 114) & Enclosures.
7.9.1.19	Details of Manufacturing Unit in Annexure X (page no. 115) . The details containing the name and address of the premises where the items quoted are actually manufactured.
7.9.1.20	Notarized documentary evidence/certificate(s) for consideration to exempt manufacturers from factory inspection as mentioned at clause 7.18.2.
7.9.1.21	Notary attested statement of manufacture and sale of quoted drugs in the last 3 year shall be furnished in the Performance Statement (refer Annexure II).
7.9.1.22	Notarised details of technical personnel employed in the manufacture and testing of items (Employees' Name(s), Qualification(s), and Experience) as endorsed in license
7.9.1.23	Notarised documents, if any, to show that the manufacturing units have been WHO GMP/USFDA certified.
7.9.1.24	Declaration of the bidder in Annexure XI (page no. 117) that the products shall be provided with temperature variation indicators like vaccine vial monitors or the consignment shall be provided with data loggers for recording the temperature conditions during transit, in case bidder quoting drugs requiring cold storage.
7.9.1.25	Notarised documentary proof, for of SSI's, to the effect that the firm is registered with the industries and commerce Department of the J&K state.
7.9.1.26	The bidder should furnish the declaration as per Annexure IV as a proof of having read and accepted the terms and conditions of the Tender Document in full.
7.9.1.27	A Checklist (Annexure III) for the list of documents enclosed with their page number. The documents should be serially arranged as per Annexure III and should be securely tied or bound.

7.10. Price Bid (BOQ)

- 7.10.1 The Price Bids of only those firms qualified in the Technical Evaluation shall be opened in the second round.
- 7.10.2 The price bid shall contain only the “Price Bid Form” (BOQ) and every bidder shall submit their rates in the prescribed proforma given in this document as Price Bid Form (refer Annexure V). The Price bids submitted in any other formats shall be treated as non-responsive and not considered for tabulation and comparison.
- 7.10.3 The bidder shall fill up the rate in the Annexure V for item(s) quoted and such filled up Annexure V should be submitted. Bid should be either typewritten (computerised) or written in indelible ink and every correction and interlineations in the bid should be attested with full signature by the bidder, failing which the bid shall be ineligible. Corrections done with correction fluid should also be duly attested. Each page of the price bid should be duly signed by the bidder affixing the office seal.
For e-tendering the Price Bid(BOQ) file shall be downloaded from the e-tender portal and bidders shall quote the prices in respective fields before uploading it.
- 7.10.4 The rate quoted shall be per unit and shall be landed price inclusive of all taxes and duties such as sales tax, Excise duty, Customs duty, freight, Insurance, handling charges, or any other tax or charge.
- 7.10.5 The rate quoted in column 13/14 of Annexure V should be for a unit and given specification. The bidder is not permitted to change / alter specification or unit size given in the Annexure V.
- 7.10.6 The landed price in column 13/14 of Annexure V shall only be considered for bid ranking. However price preference to SSI units of state of J&K shall be calculated as per clause 6.3.
- 7.10.7 The bidder shall necessarily quote the excise duty or customs duty when the item is excisable or imported.
- 7.10.9 The bidder once quoted the excise rate is not permitted to change the rate/amount unless such change is supported by the

notification issued by the Government of India or by the order of the court, after submission of Tender.

7.10.10 The bidder who has quoted excise “NIL” and the item is excisable, on award of contract, shall not be eligible for any claim of Excise duty.

7.11. Method of Submission of tender

7.11.1 In case of Online bidding (e-Tendering) the technical bid as well as price bid shall be online and bidders shall require to follow procedures as laid down for e-Tendering as specified in Chapter III. In the event of any document found fabricated/ forged /tampered/ altered/ manipulated during verification, the bid shall stand rejected and the EMD of the bidder shall be forfeited and the bidder will be disqualified for future participation in any tender invited by TIA.

7.11.2 Both technical bid and price bid are to be submitted concurrently duly digitally signed in the website www.jktenders.gov.in

7.11.3 In case of bidding other than Online mode, the Tender shall be sent by registered post or by courier to the above address or dropped in a box specifically kept at the Head Office of J&K Medical Supplies Corporation Ltd Srinagar /Jammu.

7.11.3 Tender sent by telex or fax or email or any other mode not specified by TIA is void.

7.12. Deadline for submission of tender.

7.12.1 The electronic bids of the bidders who have submitted their digitally signed bids within the stipulated time, as per tender schedule (chapter IV) alone will be accepted by system. The bids invited in off-line mode must be received in the office of the Tender Inviting Authority at the address mentioned in Clause 7.8.5 not later than the time and date specified in the Tender Schedule (Chapter IV).

7.12.2 For e-tendering mode, the original instruments (demand drafts) in respect of cost of tender documents and EMD and all relevant technical bid documents in original must be deposited in the office

of MD JKMSCL before 2 days of last date of e-Tendering upto 1400hrs. If the office happens to be closed on the date of receipt as specified, the EMD, relevant documents, and document fee shall be received on the next working day at the same time and venue.

7.12.3 In case of tenders called other than online mode, the Tender if sent by Registered post or by Courier, should reach the above office on or before the time and date stipulated for the receipt of Tender. The Tender Inviting Authority shall not be held liable for the delay in transit where the Tender is sent by post or courier.

7.12.4 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

7.13. Modification and Withdrawal of Bids

7.13.1 The bidder may modify or withdraw its bid after the bid submission before the last time and date of submission of online Technical bid.

7.13.2 In case of bids called offline the bidder may modify or withdraw before last date of submission of technical bid by giving the tender modification or withdrawal notice which shall be signed by the bidder or his/her authorized representative, who has signed the original tender documents. A withdrawal notice may also be sent by fax or email but should necessarily be followed by a signed confirmation copy to be received at the head office of the Tender Inviting Authority before the last date of submission of the technical bids.

7.13.3 No bid shall be allowed to be withdrawn in the interval after the last date & time of submission of technical bids and the expiration of the period of bid validity specified in the tender document. Withdrawal of a bid during this interval shall result in the forfeiture of its EMD and shall lead to black listing of the bidder for a period upto 5 years from the date of issue of such order and

the bidder shall be ineligible to participate in any of the bids of the Tender Inviting Authority for that period.

7.14 Opening of Tender

7.14.1 The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representative in the presence of the prospective bidders or his/her representative who choose to attend at the respective time and place mentioned in Chapter IV.

In case of Online bidding (e-Tendering) the technical bid as well as price bid shall be online and bidders shall require to follow procedures as laid down for e-Tendering as specified in Chapter III. The date of technical bid is only published in advance.

7.14.2 The bidders or representatives present for the opening of the envelopes shall sign registers evidencing their attendances.

7.14.3 In the event of the specified date for opening of envelopes being declared holiday, the envelopes shall be opened at the appointed time and venue on the next working day.

7.14.4 The bidder's names, the presence or absence of the requisite EMD and such other details as the Tender Inviting Authority may consider appropriate, shall be announced at the time of opening of the Tender.

7.14.5 In the event of the tender and claims in the covers are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents shall be allowed to be rectified so as to ensure qualification of maximum number of competitive bidders to the final round.

7.14.6 The bidder shall be responsible for properly super scribing and sealing the envelopes and the Tender Inviting Authority shall not be held liable for accidental opening of the envelopes before the time appointed for opening of the envelopes.

7.14.7 The date and time of opening of Price Bids shall be announced only after the evaluation of the Technical Bid. The date and time

shall be published on the website along with list of eligible bidders.

7.15 Evaluation of Tender

- 7.15.1 The documents uploaded/submitted in technical bid shall be scrutinised with respect to original documents after the opening of technical bid, which the bidders shall have to produce at the time of evaluation of technical bid.
- 7.15.2 The findings as to whether the bids are responsive or non-responsive shall be published in the Corporation website.
- 7.15.3 The firm quoting for more than one product shall furnish all the required documents for each product quoted. And in case required/proper document is not furnished for any of the products then it shall stand rejected.
- 7.15.4 The complaints / suggestions received shall be scrutinized and their findings along with the provisional list of eligible bidders qualified for price bid opening along with the date of opening of the price bids shall be published in Corporation's website.
- 7.15.5 The price bids shall be scrutinized and the provisional drug wise rate list of all the accepted product of the eligible bidders shall be published in the website of the Tender Inviting Authority.
- 7.15.6 The status of the bidders after the opening of the price bids on e-tendering portal www.jktenders.gov.in shall be provisional one. The final product wise status will be published in official website of the Corporation.
- 7.15.7 The complaints / suggestions received shall be scrutinized and their findings along with the provisional rank list (L1, L2, and L3, etc) shall be published in the website of the Corporation.
- 7.15.8 Final L1 rate contract list shall be published, in the website of the Corporation.
- 7.15.9 All the other bidders in the provisional rate list shall be permitted to match their offered rate with the final L1 rate published. During this process no bidder is permitted to offer a rate lesser than the L1 rate.

7.15.10 A bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in fraudulent practices or concealment or misrepresentation of facts, in respect of the claims of the offer, shall be rejected, the agreement shall be terminated and is liable to be debarred/black listed for a period as decided by the Tender Inviting Authority.

7.15.11 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various technical committees and otherwise as per the clauses as mentioned above.

7.15.12 Arithmetical errors shall be rectified on the following basis: If there occurs a discrepancy between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the bidder does not accept the correction of errors, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or non-conformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other bidders.

7.16. Clarification of Bids

7.16.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.

7.16.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

7.17. Acceptance /Rejection of bidders:

7.17.1 The TIA reserves the right to accept/reject/cancel or defer the tender submitted for any or all items. Price, which is a relevant factor, is not the only criteria in accepting /rejecting /cancelling /deferring tender for any or all items. The other criteria which shall be taken into consideration are quality, capacity to deliver the quantity required, compliance to various provisions of this tender document.

- 7.17.2 The tender document attaches prime importance to the following factors before looking at the prices of the products offered:
- 7.17.2.1 Quality of the product supplied.
 - 7.17.2.2 The competence of the bidder to supply the products in the quantity and quality specified and as per supply schedule.
- 7.17.3 Proper packing, transport and other factors that could affect the quality and shelf life of the items would also be considered. Usually the lowest offers of bidders qualified for the price bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are made in such price bid. The evaluation and comparison shall include 15% price preference for domestic SSI's as specified at relevant clause.
- 7.17.4 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order for supply of any one or more than one or all items in a tender to the successful bidder for the breach of terms and conditions of the tender document and agreement.
- 7.17.5 Price Bids without mentioning the units or with altered unit shall be treated as non-responsive and rejected.
- 7.17.6 Tender Inviting Authority, or his authorized representative(s) has the right to inspect the factories of bidders, before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate / cancel the purchase orders issued and or not to re-order, based on adverse reports brought out during such inspections.
- 7.17.7 The acceptance of the bids shall be communicated to the successful bidders in writing.

7.18. Inspection of manufacturing premises

- 7.18.1 The Corporation may at its discretion conduct inspection of the production facilities of those firms which have not been inspected during the past 3 years and that of the new participants, for the compliance of GMP as per "Revised Schedule M of Drugs and Cosmetics Act" and for their production capacity.

- 7.18.2 The corporation may at its discretion exempt those suppliers who are the current suppliers to premier health care institutions like AIIMS, PGI Chandigarh, SGPGI LUCKNOW, NIMHANS, AFMC from the prequalification criteria of factory inspection in respect of the products supplied to these institutions. Those factories which have been inspected by TNMSC or RMSC or KMSC for the products quoted, in recent past and fall within validity period may also be exempted, such firms shall produce relevant documents and certificate duly authenticated by these Corporations. The Factories approved by USFDA(United States Food and Drug Administration)/ having WHO – GMP certification may also be exempted from factory inspection in respect of products / facilities for which they hold such approval. Such bidders should produce relevant documents such as copies of PO(purchase order) for the respective products, USFDA approval, and WHO-GMP certificate.
- 7.18.3 In case the inspection is conducted, all sections of manufacturing unit including quality control section will be subjected to inspection/auditing, irrespective of items quoted. The bidder/supplier shall facilitate the inspection team for conducting necessary inspection of all sections and failure to cooperate in the inspection of different facilities or failure in providing information shall lead to disqualification. However, the bidders/suppliers are advised in their own interest to immediately bring in notice of TIA any undue demands by inspection team beyond the scope of inspection on the same day by fax.
- 7.18.4 Entry to all the areas of production including sterile products manufacturing/filling areas shall be facilitated.
- 7.18.5 The availability of plant and machinery, technical experts, analytical facilities of quality control lab etc as claimed in the documents submitted, alongwith compliance to all the parameters mentioned in the schedule M of the Drugs and Cosmetics Act 1940(as amended from time to time) shall be evaluated by the team for considering the eligibility of the firm. Merely holding the valid GMP certification/valid license will be of no avail for eligibility, if the procedures as stipulated in the Schedule M of the Drugs and Cosmetics Act 1940(as amended from time to time) are

not duly complied with, or if the available plant/machinery are not in working condition at the time of inspection.

7.18.6 Control samples and batch manufacturing record for the products offered/supplied will be checked during inspections.

7.18.7 The bidder/supplier shall allow photography by the inspection team of key manufacturing areas. Denial of permission for photography shall result in rejection.

7.18.8 In case of inspection of production facilities, if the tender offer is rejected on the basis of the non satisfactory inspection report of the production facilities of the firm, an inspection fee amounting Rs 50,000/- shall be forfeited from the EMD/ Security Deposit and the balance amount shall be refunded.

7.19. Other terms and Conditions

7.19.1 The bidder shall be responsible for making all statutory payments such as Income Tax, Sales Tax, Customs/Excise Duties etc. if it is found that some statutory deduction is to be made at the source, the Tender Inviting Authority shall have the authority to do so from any amount due to supplier.

7.20. Notices

7.20.1 The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process.

7.20.2 The tender notices, documents, corrigendum, addendum etc if any.

7.20.3 Amendments to the tender conditions, if any, especially after the pre-tender meeting

7.20.4 Results of the responsiveness of the technical bids.

7.20.5 List of bidders qualified for price bid opening and reasons for rejection of unqualified bidders.

7.20.6 Provisional product wise rate list with the bid ranking status.

7.20.7 Provisional L1 rate list.

7.20.8 Final Rate Contract list

7.20.9 All the notices or communication relating to or arising out of this tender or any of the terms there of shall be considered duly served upon or given to the bidder/supplier if published in the website of the corporation or e-tendering portal or emailed or faxed or through post/courier or left at premises/place of business or communicated in any other manner.

7.20.10 The effective date of a notice shall be the date on which the notice is published in the website or e-tendering portal or when delivered to the recipient by email/fax or the effective date specifically mentioned in the notice whichever is earlier.

7.21. Award of the Contract:

7.21.1 The contract shall be awarded to the lowest evaluated responsive bidder qualifying to the final round after the technical and price bid evaluation subject to the price preference to domestic SSI's units.

7.21.2 Variation of Quantities during Currency of Contract: The Tender Inviting Authority reserves the right to increase or decrease the quantity of goods mentioned under clause. 5.1 without any increase in the unit price and other terms & conditions quoted by the bidder.

7.21.3 A rate contract shall be entered for a price without a commitment for the quantity, place and timing of placing supply order.

7.21.4 The L1 Rates shall be normally valid for 12 months from the date of Rate Contract, which may be extended for a further period of not more than 3 months, in exceptional circumstances on mutual agreement, subject to the condition that the market price of the product(s) has not declined.

7.22. Notification of Award/ Letter of Intent/Purchase Order

7.22.1 The Tender Inviting Authority shall issue Letter of intent in respect of the item(s) selected. Communication by email shall be deemed as valid communication.

7.23 Signing of Contract.

- 7.23.1 The successful bidder, upon receipt of the Letter of intent / Purchase Order, shall communicate the acceptance of the Letter of Intent/Purchase Order, furnish the required security deposit alongwith documents if any, and also submit an agreement in the prescribed format as given in **Annexure XII (page no. 119 to 120)** within 15 days, failing which the EMD shall be forfeited and the award shall be cancelled. The agreement specified shall be on a non-judicial J&K stamp paper of value of Rs.100/- (stamp duty to be paid by the bidder).
- 7.23.2 The successful bidder at the time of submission of the agreement shall furnish copy of notarized Documentary evidence for the constitution of the company /concern such as Memorandum and Articles of Association, along with notary attested copies of Form 32 whenever there is a change of Directors, latest Partnership deed (Notary attested copy) etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. Also the list of present MD & Directors in the board of company duly certified also be furnished.
- 7.23.3 The bidders to whom LOI has been placed for supply of drug(s) requiring cold storage conditions shall, at the time of submission of agreement, submit notary attested Documents to prove that they are having own cold chain transporting system or copy of the contract agreement made with a transporting agency having facilities to transport the drugs under cold chain norms within 48 hours from the manufacturing unit to the warehouses of the corporation complying cold chain norms. Where ever drugs license is prescribed for the vehicle transporting the drugs, the notarized copy of the same shall also be furnished.
- 7.23.4 If the successful bidder fails to furnish the documents sought and/or, execute the agreement and / or to deposit the required security deposit within the time specified, the award shall stand cancelled and the Earnest Money Deposit along with his tender shall stand forfeited by the Tender Inviting Authority without any

notice and shall also be liable to be blacklisted as specified in clause 7.39.

- 7.23.3 Withdrawal after award of contract will necessitate alternate purchase at the risk and cost of the bidder and the additional cost over and above the accepted price shall be recovered from payment due/deposited/by revenue recovery.
- 7.23.4 Non compliances in any of the contract provisions shall lead to termination of contract at the risk at cost of bidder/supplier and will be liable for blacklisting/debarring.
- 7.23.5 The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. Such practices shall be deemed as fraudulent practices and also breach of contract.
- 7.23.6 Tender Inviting Authority shall be at liberty to terminate the contract either wholly or in part on 30 days notice. The bidder shall not be entitled for any compensation whatsoever in respect of such termination.
- 7.23.7 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the bidder shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the bidder or from his properties.

7.24. Security Deposit

- 7.24.1 There shall be a Security Deposit amounting to 5 % of the total value of the awarded items as per the Letter Of Intent including taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 15 days from the date of issuance of offer letter.
- 7.24.2 The Security Deposit should be paid upfront along with the contract on or before the due date fixed in the offer letter by Tender Inviting Authority in the form of Demand Draft drawn in favour of the J&K Medical Supplies Corporation Limited payable at Srinagar/Jammu / Bank Guarantee in the format as given in

Annexure XIII (page no. 121 to 122) for a period of 15 months from the date of execution of the agreement or three months after successful completion of the contract whichever is later.

7.24.3 Failure of the successful bidder in providing Security Deposit mentioned above and/or in executing the agreement in time shall make the bidder liable for forfeiture of its EMD and blacklisting of the firm up to 5 years.

7.24.4 The Security Deposit shall be denominated in Indian Rupees or in the currency of the contract and it shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled / Nationalized bank in India, in the prescribed form as in Annexure XIII provided in this document endorsed in favour of the Tender Inviting Authority valid for a period upto 15 months in case of annual rate contract/27 months in case of rate contract for two years or upto three months after successful completion of the contract whichever is later, performance Bank Guarantee shall be in the prescribed formats as in Annexure to this document. Bank Guarantee in no other form shall be accepted and shall be liable for rejection of bidders.

7.24.8 The validity of the BG needs to be properly monitored and whenever the time extension for contract is granted, the validity of BG should also be appropriately extended. The date of submission for the BG should be clearly spelt out and adhered to at the time of the execution of the contract.

7.25. Purchase Procedure

7.25.1 In the event of any failure /default/deviations from the tender agreement of the successful bidder with or without any quantifiable loss to the Tender Inviting Authority, the amount of the Security Deposit is liable to be forfeited.

7.25.2 Tender Inviting Authority shall release the Security Deposit without any interest to the successful bidder on completion of the successful bidders all contractual obligations.

- 7.25.3 After the conclusion of Price Bid opening (Cover B), the lowest offer of the bidder is considered for negotiation(if necessary) and rate arrived after negotiation is declared as L1 rate and the bidder offering the L1 rate for an item or items of Drugs for which the tender has been invited shall be called as L1 bidder.
- 7.25.4 The L1 bidder shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such bidder shall be eligible for the placement of Purchase Orders for the items quoted.
- 7.25.5 If two or more bidders are declared as L1 bidder for the same item, such bidders shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such bidders are eligible for the placement of Purchase Orders for the items quoted by them equally or as per their production capacity quoted.
- 7.25.6 JKMSCL shall publish the L1 rate in the website of Corporation inviting the other bidders who were eligible for Price (Cover B) Bid opening to match L1 rate for the item quoted by them and the bidder who has given consent, in writing, shall be considered as Matched L1. The bidders consent for matching L-1 rate shall furnish the breakup details of Price (L-1 Rate) in Format in Annexure V.
- 7.25.7 The matched lowest supplier, on placement of supply order, shall be deemed as lowest rate supplier for the purpose of the tender and all provisions of the tender document applicable to L1 tenderer shall apply mutatis mutandis to the matched L1 supplier also.
- 7.25.8 The L1 supplier is entitled to be placed the Purchase Orders for the items and if there are more than one L1 supplier, the Purchase Orders for the requirement of items shall be placed among them in equal proportions, Provided that no L1 bidder is entitled to be placed Purchase Orders exceeding the production capacity indicated by the supplier in the agreement executed by them.

- 7.25.9 The Corporation reserves the right to have parallel rate contract/split the order with two or more suppliers willing to match with L1 rate considering the quantity tendered in relation to offered quantity given by the bidders. The division shall be according to the bid ranking status. If there are more than one L1 bidder, then the quantity shall be divided equally. If L2 matches with L1 then the TIA may place order in the ratio 70:30. In case L2 bidder has not matched with the L1 rate then the share of the order (at discretion of TIA) may be given to the next matched bidder L3, L4 etc. according to the bid ranking status.
- 7.25.10 If the L1 supplier has failed to supply the required items within the stipulated time or within the time extended as the case may be, JKMSCL shall cancel the purchase orders pending unexecuted. On such cancellation, JKMSCL shall place Purchase Orders with the Matched L1 bidder as per the bid ranking status, provided such Matched L1 bidder has executed necessary agreement indicating the production capacity as specified in the Tender Document on depositing the required amount as Security Deposit. If there is no such matched L1 bidder, then the purchase order shall be issued to the next eligible bidder according to the bid ranking status at the risk and cost of the L1 bidder.
- 7.25.11 In case the total quantity of item(s) offered by the lowest/matched tenderer(s) is less than required quantity, the Corporation may after placing orders with the lowest rate tenderer/matched tenderer for the entire quantity offered by such tenderer subject to the tenderers ability to supply, require all the other eligible tenderers who participated in the tender and offered a price higher than that of lowest evaluated price, to submit revised price and quantity they would be willing to supply. The Corporation may place order for the remaining required quantity at the revised/offered rates in strict ascending order with due priority to the tenderer who offered the lowest rate.
- 7.25.12 The items supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. JKMSCL shall not be responsible for the loss to the supplier and shall not entertain any demand/claim.

- 7.25.13 The supplier shall start supply of the items required by JKMSCL at the destination mentioned in the schedule, within the period stipulated in the Purchase Order.
- 7.25.14 The supplier shall supply the items at the specified destination and submit the copy of invoice, copy of the Purchase order, Test Report, Delivery Challan and other relevant documents at the destinations.
- 7.25.15 The supplier shall, after supply of items at the specified destinations, submit Invoice (Original), and other relevant documents etc., at the Head Office, JKMSCL claiming payment for the supply made.
- 7.25.16 The supplier shall take utmost care in supplying the quality items and ensure that the batch number mentioned in the packages of the items tally with the batch number mentioned in the Invoice produced to JKMSCL for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of the items is mentioned in the invoice. Any variation shall delay the payment for the supply.
- 7.25.17 It is the duty of the supplier to supply items to the destinations mentioned in the Purchase Order and supply shall conform to the condition mentioned in the provisions of tender documents, viz., logogram, 'JKMSCL SUPPLY - Not for sale' etc.,
- 7.25.18 Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier, the Supplier is entitled for the payment against supplies. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 15 days from the date of receipt of payment, failing which JKMSCL shall not entertain any claim thereafter.

7.26. Supply Conditions

- 7.26.1 Purchase orders shall be placed with the successful bidder based on the existing stock, availability of funds, directions of the Government and/or at the discretion of the Tender Inviting Authority. The bidder shall furnish the delivery schedule as specified.

- 7.26.2 The goods supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in Chapter V. Drugs supplied in contravention to any of the provisions of the Drugs & Cosmetics Act 1940(as amended from time to time) and rules made there under shall be rejected.
- 7.26.3 On finalization of the rate contract, the purchase orders shall be placed to the supplier. The schedule of supply shall be as stipulated in Chapter VI.
- 7.26.4 The supplied Drugs and Medicines (covered in SCHEDULE- P of Drugs and Cosmetics Rules, 1945) shall have a shelf life period as prescribed in the schedule and in respect of all other items of drugs, a period of minimum 2 years from the date of manufacture. All items of Drugs supplied should retain prescribed Quality & maximum potency throughout the shelf life as specified in the official monograph and should have minimum 80%(eighty percent) shelf life from the date of manufacture when supplied to the Corporation. This means that all products must arrive at the purchaser's point with a remaining shelf life of at least 80% (eighty percent) of the total stipulated shelf life of the product. It is imperative that the successful bidders shall supply the drugs in packages which can withstand the extreme climatic conditions of the State. Drugs supplied without following the above conditions shall be rejected.
- 7.26.5 Where the product has a statutory shelf-life of less than 2 years, the product shall have remaining shelf life of not less than 85% when received by the Corporation. The bidder shall furnish authentic evidence that the product has a statutory shelf life of less than 2 years.
- 7.26.6 Each batch of drug(s) supplied should have active ingredients at the lower limit of 95% with upper limits as prescribed in the relevant official Pharmacopoeias throughout its shelf life. Non-compliance with this condition shall lead penalisation and subsequent rejection of drugs (refer 7.29.15).

- 7.26.7 Bidder shall supply the product, at Drugs Warehouses of the J&K Medical Service Corporation Limited located at various places in J&K and / or the places/ points specified in purchase orders, by door delivery. If the items are wrongly delivered to the warehouses, expenditure incurred by the Corporation towards transporting the same to the destination warehouse shall be recovered from the supplier.
- 7.26.8 In the case of failure to supply by the default bidder the Tender Inviting Authority can procure the defaulted quantity from other bidder whom so ever agrees to supply within the prescribed time schedule at the risk and cost of the default bidder. If no other bidders are available or no other bidders are offering the defaulted quantity within the prescribed time schedule Tender Inviting Authority at its discretion may procure the defaulted quantity of materials from any other sources or from open market. If alternate supply is not possible, then a maximum penalty of 20% shall be levied on the unexecuted value.
- 7.26.9 The bidder shall be responsible for any shortages/damage at the time of receipt in Warehouse. Tender Inviting Authority is also not responsible for the excess quantity of drug received, for which no order is placed. In such cases, the bidder shall take back the excess quantity supplied at his own expenses within fifteen days from the date of such intimation from the tender inviting authority. Unclaimed excess supplies shall be disposed off by the Tender Inviting Authority at its discretion and demurrage of Rs.100/- per box per day shall be levied for the retained period.
- 7.26.10 The supplier shall ensure that each batch of drugs supplied is accompanied by certificate of analysis/test report done by NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory with necessary protocols for every batch. Supplies devoid of such reports shall not be taken into stock and payment shall not be made.
- 7.26.11 Blood products should be supplied along with HIV and Hepatitis-B screening certificates, failing which items should not be accepted. A copy of these certificates duly notarised should be sent with every consignment and every invoice.

7.27. Logograms

- 7.27.1 Logogram means, wherever the context occurs, the design as specified in **enclosure-I to Annexure IX (page no. 112)**. The name of the items stated in logogram shall be mentioned in English. Logogram and “JKMSCL Supply – NOT FOR SALE” shall appear in primary, secondary and tertiary packing of all products.
- 7.27.2 Bidders for the supply for Drugs shall be considered only if the bidder gives undertaking as in Annexure IX in his tender that the supply shall be prepared and packed with the logogram either printed or embossed, as per the design as specified in **Enclosure-II to Annexure IX (page no. 113)**.
- 7.27.3 The Drugs/ items quoted have to be supplied in standard packing with logogram and “JKMSCL Supply – NOT FOR SALE”, shall also conform to Schedule P1 of the Drugs & Cosmetics Rules, 1945 and other statutory requirements wherever they apply. Affixing of stickers shall not be accepted and may only be permitted on request in case of imported products only.
- 7.27.4 Supply of items without the logogram and “JKMSCL Supply – NOT FOR SALE” shall be treated as breach of the terms of agreement and liquidated damages shall be deducted from bills payable as per condition in Clause 7.31.7. If the supplier, in spite of the warnings, continue to supply items without the Logogram and/or “JKMSCL Supply – NOT FOR SALE”, then such instances may lead to the cancellation of the agreement without further notice and may even lead to black listing of the firm.

7.28. Packing

- 7.28.1 The items shall be supplied in the package specified in Chapter V and **Annexure XIV (page no.123 to 124)** and the package shall carry the logograms and printings as specified in Enclosure I & II to Annexure IX. The items shall also be supplied with bar coding conditions. (For details visit website www.gs1india.org)
- 7.28.2 2D/1D bar coding as per GS1 standard should be done on primary, secondary and tertiary packing of the supplies as per the specifications given in **Enclosure - III to Annexure IX (page no.**

114). Supply of items without specified bar coding as per GS1 standards shall not be accepted.

- 7.28.3 The packing in each carton shall be strictly as per the specification mentioned in Annexure XIV. Supplier shall follow the general requirement that the size of the labels indicating the name and other details of the drugs supplied shall not be less than 30% of the area of the side of the carton. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties at the rate of 2% of the total value of items supplied in this manner.
- 7.28.4 The labels in case of injectables should clearly indicate the preparation is meant for IM, IV, ID, SC etc.
- 7.28.5 It should be ensured that only first hand fresh packaging materials of uniform size are used for packing. Packing of recycled paper or packages of different products/companies are prohibited. The penal charges for usage of packets of other products shall be 2% of the total value of good(s) in question.
- 7.28.6 All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia or other official monograph.
- 7.28.7 The secondary/tertiary packaging in master carton shall be in 5 ply carton cardboard box and not more than 15 kg. Where heavier packaging is required 7-ply cardboard shall be used. Failure to comply with the packaging requirement would attract penalty @ 2% on the value.
- 7.28.8 Packing should be able to prevent damage or deterioration during transit and storage in the extreme conditions of the J&K. The tertiary carton of every dispatch should be minimum 5 ply cardboard in order to prevent damage during transit. The TIA shall arrange for the repacking of items, if it is found that the packing materials are damaged or deteriorated during storage in the warehouses or user institutions, and such additional cost shall be deducted from the amount payable to the default supplier.
- 7.28.9 The packing/labels of different products of a same supplier should be clearly distinct from each other. Supply of products with

packing/labels of same design, colour etc by which the products cannot be easily distinguished, penalty at the rate of 2% shall be levied and items are liable to be rejected

7.28.10 In the event of item supplied is found to be not as per specifications in respect of their packing, the Tender Inviting Authority is at liberty to make alternative purchase of the items for which the purchase orders have been placed from any other sources or from the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Tender Inviting Authority has every right to recover the cost and impose penalty as mentioned in Clause 6.31.8.

7.29. Quality Testing, Quality Control Deduction and Penalties.

7.29.1 As in all cases it is primarily the responsibility of the manufacturer to ensure the quality including stability of the drug supplied throughout its shelf life. The supplier shall ensure that each batch is accompanied by test/analysis certificate issued by NABL accredited lab/Central Drug Testing Laboratory. The JKMSCL reserves the right to select from each batch at random of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the Drugs and Cosmetic act and Rules, notwithstanding the routine sampling that may be carried out by the Drugs and Regulatory authorities.

7.29.2 The drugs failing in the description such as change in colour, chipping, breaking, being/becoming fragile or soft, appearance of spots, being/becoming sticky, presence/appearance of particulate matter/flakes etc rendering the drug unfit for use, shall hence be deemed as Not of Standard Quality even if such drugs have not been tested in laboratory.

7.29.2 Where any complaint of adverse reactions, lack of efficacy etc is received and situations necessitate stoppage or discontinuance of use of a batch or batches, the Corporation shall have the right to do so. In case of any complaint received from the institutions, public, Doctors, media etc, the available stock shall be frozen, payment shall be withheld and samples shall be drawn from the

point of complaint, the batch shall be tested at the appropriate laboratory where the result shall be final.

- 7.29.3 If a sample is declared as Not of Standard Quality(NSQ) by the Tender Inviting Authority, the available stock of the batch shall be frozen. The bidder shall be liable for appropriate action as per the tender conditions and the matter shall be reported to the State Drugs Controller of the state for legal actions under the Drugs & Cosmetics Act & Rules. The Tender Inviting Authority, at his discretion may terminate the Contract and in case of such termination, the Supplier shall be liable for all losses sustained by the Tender Inviting Authority in consequence of such termination, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered from the Supplier or from his properties as per the provisions of Law.
- 7.29.4 In the event of the samples of item supplied is rejected, the Tender Inviting Authority is at liberty to make alternative purchase of the items for which the Purchase orders shall be placed from any other sources or from the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier, and in such cases the Tender Inviting Authority has every right to recover the cost and to impose penalty.
- 7.29.5 The items shall be of standard quality throughout the shelf life period of the drug. Samples may be drawn for quality testing periodically throughout the shelf life period either on complaint or suo motto. If any drug supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption, then the cost of such drugs shall be recovered from the tenderer if the payment had already been made, in addition to penalty for the entire batch.
- 7.29.6 During the contract period if any two batches of a particular item supplied by the firm fails in any of the quality test conducted either by the tender inviting authority or by the drugs inspector

under the statutory provisions, then that particular product of that firm shall be blacklisted for a period up to 5 years as per the procedure detailed in clause 7.38 and the product of the supplier shall be ineligible to be offered in any of the bidders of the Tender Inviting Authority for a period of 5 years.

- 7.29.7 The unused portion of a batch of drug/item declared as NSQ should be taken back for replacement with a fresh batch of standard quality product for the total quantity as per the original batch supplied. Such NSQ drugs/ items taken back shall be destroyed as per the requirements of law and a certificate from the Pollution Control Board Authorities / Drug Controller of the respective State shall be produced that such drugs/items have been disposed off as per law, failing which the payment due to the supplier liable to be withheld.
- 7.29.8 In the case of any drug being spurious or adulterated by the Government Analyst, the company shall be blacklisted for a period of 5 years as per the procedure as detailed in clause 6.38.
- 7.29.9 The supplier shall furnish to the Tender Inviting Authority the evidence of bio-availability and/or bio-equivalence for certain critical Drugs upon request by the purchaser.
- 7.29.10 The supplier shall furnish evidence of basis for expiration dating and other stability data of Drug upon request by the Tender Inviting Authority.
- 7.29.11 The bidder shall furnish the source of procurement of raw materials utilized in the formulations if required by Tender Inviting Authority. Tender Inviting Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.
- 7.29.12 The decision of the Tender Inviting Authority or any Officer authorized by him as to the quality of the supplied drugs/ items, shall be final and binding
- 7.29.13 The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. In case the product is not included in the said compendiums, the supplier, upon award of the contract, must

provide the reference standards and testing protocols for quality control testing. For imported drugs, respective Country's Pharmacopoeial standards shall be acceptable (even if the product is official in IP)

7.29.14 Blood products should be supplied along with HIV and Hepatitis-B screening certificates, failing which items should not be accepted. A copy of these certificates duly notarised should be sent with every consignment and every invoice.

7.29.15 Each batch of drug(s) supplied should have active ingredients at the lower limit of 95% with upper limits as prescribed in the relevant official Pharmacopoeias throughout its shelf life. Firms supplying drugs with active ingredients below 95% shall be penalised and subsequent rejection as shown below:

Active ingredient level	Incentive	Penalty	Rejection of drugs with all risks & cost of alternate purchase.
99%-100%			
96-98%			
95%			
93-94%		2%	If 3 consecutive batches have active ingredient below 95%.
90-92%		5%	
Below 90%			Outright rejection

NB: - The firms will qualify for above incentives only if others quality conditions/parameters are met, besides proper compliance to all conditions as specified in tender documents and supply/purchase order and agreement.

7.30. Payment Provisions

7.30.1 No advance payments towards costs of items shall be made to the supplier.

7.30.2 The bills shall be processed after the receipt of 70% of the supplies provided they have passed the quality test. 95% payments towards the supply of items shall be made strictly as per terms and conditions laid down in the tender document and the decisions of the Tender Inviting Authority. Payment of the balance 5% shall be made only after the expiration of the contract period or 100% amount shall be released on furnishing a performance guarantee

as per **Annexure XV (page no. 125 to 126)**, towards 5% of the contract value which shall be released after the above said contract period. All payments shall be made only by way of electronic fund transfer in favour of the supplier for which the bank details shall be furnished to the Tender Inviting Authority at the time of entering into agreement. The supplier shall desist from deputing their representatives to the head office of the Tender Inviting Authority for follow up for payments as the Corporation has a system of publishing the status of payments. All communications in this regard shall be in writing and the Tender Inviting Authority discourages the visits, phone calls etc as part of transparency policy.

7.30.3 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 J&K Medical Supplies Corporation Ltd., Srinagar/Jammu. While the original invoice along with the test report is to be submitted to the Headquarters, duplicate and triplicate copies along with test reports are to be submitted at the District Drug Warehouses along with the supply. If there is more than one point of delivery in a particular district, the invoices should be submitted to the district Warehouse while delivery chalangans are to be submitted to each point of delivery by the supplier/ transporter. In this instance, a copy of the delivery chalan is to be submitted to the District Drug Warehouse. No payment shall be effected if the above provisions are not complied with.

7.30.4 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 Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as may be necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

7.30.5 In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of bids and during the tender period, the quantum of additional excise duty so levied

shall be allowed to be charged without any change in price structure of the items approved under the tender provided the supply is made on time. 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 Tender Inviting Authority and also must claim the same in the invoice separately.

7.30.6 In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder shall not be allowed to claim excise duty at later point of time, during the currency of contract, when the excise duty is chargeable on goods manufactured.

7.31. Deduction in Payments & Penalties

7.31.1 In all supplies, 1.5% of the supply value shall be deducted towards handling & testing charges.

7.31.2 All supply should be made within the stipulated time and as per the scheduled quantity as mentioned in Chapter VI.

7.31.3 If the supply reaches the District Drug Warehouses beyond the stipulated time as mentioned in chapter V, liquidated damages shall be levied at the rates mentioned therein for the delayed supplies, irrespective of the tender inviting authority having actually suffered any damage/loss or not, on account of delay in effecting supply.

7.31.4 Purchase orders shall be cancelled under the conditions mentioned in Chapter VI after levying penalties at the rates mentioned therein and such penalty is recoverable from any amount payable to the supplier.

7.31.5 However, the Tender Inviting Authority has every right to receive supply even after expiry of the scheduled date from the date of purchase order, at its discretion, considering the urgency of the essential drug for the User Institutions and in such case, liquidated damages shall be levied at 0.5% per day of the value of the delayed supply subject to a maximum of 15% percent.

- 7.31.6 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply shall be accepted only after levying penalty @ 2% on the total value of supply to that destination. Continuance of supply in damaged packages shall lead to termination of contract.
- 7.31.7 All the bidders are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions a separate damages shall be levied @ 2% irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice to the rights of alternative purchase specified in Clause 7.31.8.
- 7.31.8 In the event of making Alternative Purchase, The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other sources or in the open market or from any other bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit/ Performance Bank Guarantee or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance shall be recovered personally from the supplier.
- 7.31.9 In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

7.32. Saving Clause

- 7.32.1 No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of this tender.
- 7.33.2 Applicable Law & Jurisdiction of Courts.
- 7.33.1 The contract shall be governed by and interpreted in accordance with the laws of State of J&K for the time being in force.
- 7.33.2 Any bidder who have accepted the Tender Terms and Conditions of bids floated by the Corporation and given a declaration of acceptance but have subsequently violated any of the said Terms and Conditions and for which no other penalty is specified in the Tender Terms and Conditions shall be deemed to have indulged in

unacceptable/unfair tender practices. The Corporation shall not consider bids offered by such concerns for a period up to two years from the date of the breach/violation of the aforesaid conditions. Any bidder aggrieved by any decision of the Corporation holding them guilty of unacceptable/unfair tendering practices can file an Appeal against the said decision to the Secretary to Government, Health Department, Government of J&K who shall consider and pass Orders on the Appeal after giving a reasonable opportunity of hearing to both sides. The decision of the Secretary to Government on the Appeal shall be final and binding.

7.33.3 Any and all disputes arising out of this tender shall be subject only to the jurisdiction of courts of law / tribunals situated in Srinagar/Jammu City, or the High Court of J&K as applicable. It is possible that jurisdiction to file disputes may be available before courts of law, including High Courts, or tribunals situated elsewhere. However, considering the limited resources of the Corporation, the bidders should specifically agree and covenant not to file any legal proceedings before any such courts of law/tribunals and should undertake and bind themselves to initiate and carry on legal proceedings in respect of this Tender exclusively before the courts of law/tribunals situated in Srinagar/Jammu City, or the High Court of J&K as applicable. Any bidder who violates these conditions shall be held to have indulged in an unacceptable/unfair tendering practice and shall be deemed ineligible to participate in any of the bids of the Corporation for a period of 05 years from the date of the breach/violation of the aforesaid conditions.

7.33.4 The suppliers are also required to abstain from printing the words “subject to jurisdiction of “outside state Courts only” etc on the invoices submitted, which may force the Tender Inviting Authority to entertain the payment only after the supplier undertakes in writing his/her agreeing to the conditions above in respect of the jurisdiction of the courts of J&K.

7.34 Corrupt or Fraudulent Practices

7.34.1 It is required that all concerned namely the bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

7.34.1.1 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any person in the procurement process or in contract execution and related activities of the corporation.

7.34.1.2 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality / conviction under Drugs & Cosmetics act/declaration of more than 2 batches of the product quoted as NSQ in the current/previous years shall be deemed as fraudulent practices. Making false/incorrect statements shall also be treated as fraudulent practice.

7.34.1.3 “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the employer, designed to influence the action of any party in a procurement process or the execution of the contract.

7.34.1.4 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or after the execution of the contract.

7.34.2 Tender Inviting Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender

Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

7.34.3 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the Government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority or any person associated with JKMSCL. Any such effort by a bidder to influence the Tender Inviting Authority, bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bidder's bid.

7.34.4 The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Custom" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority. Any such effort by the supplier to influence the Tender Inviting Authority or its officers may result in rejection of the bidder's bid.

7.35. Fall Clause

7.35.1 The price charged for the goods supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the goods or offers to sell the goods of identical description to any person(s)/organization(s) including the purchaser or any other department of the Central Govt. or State Govt, as the case may be during the period till performance of the contract.

7.35.2 If at any time during the said period, the supplier reduces the sales price, sells or offers to sell such goods to any person(s)/

organization(s) including the purchaser or any statutory undertaking of the central or state Government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer of sale to purchaser and the price payable under the contract for the stores supplied after the date of coming into the force of such reduction or sale or offer of sale shall stand correspondingly reduced. Similarly, if matched L1 firm reduces its price under the price fall clause during currency of the contract, its reduced price shall be conveyed to other matched L1 rate holding firms(if any) including the original L1 firm for corresponding reduction in their prices, provided such matched L1 firm has production capacity not less than original L1 firm and must have successfully executed supply order(s) not less than 25% of original L1.

7.35.3 If at any time it comes to notice of purchaser that the supplier has sold the goods or offered to sell the goods of identical nature to any person(s)/ organization(s) or any department/statutory undertaking of the central or state Govt., at a reduced price and has not notified the purchaser, the purchaser (JKMSCL) shall be at the liberty to make the recoveries from the due payment of the contractor in case he fails to indemnify the purchaser on demand.

7.35.4 The contractor shall furnish the certificate to the paying authority along with the bills for payment as per **Annexure XVI (page no. 127)**.

7.36. Force Majeure

7.36.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts

excluding by its management, and freight embargoes. Scarcity of raw materials, and power cut are not considered as force majeure.

7.36.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. The time for making supply may be extended by the Tender Inviting Authority at its discretion for such period as may be considered reasonable.

7.36.3 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority shall notify the successful bidder accordingly and subsequent actions taken on similar lines described in above subparagraphs.

7.37. Resolution of disputes

7.37.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

7.37.2 In the event of any question, dispute or difference arising under the conditions of or in connection with the contract, and If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, the same shall be referred to the sole arbitration of an officer to be appointed as Arbitrator by the Government, and that the award of the Arbitrator shall be final and binding on the parties to the contract. Arbitration proceedings would be subject to the provisions of the J&K Arbitration Act and the rules made there under.

7.37.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Srinagar/Jammu, India.

7.38. General/ Miscellaneous Clauses

7.38.1 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

7.38.2 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder.

7.38.3 All claims regarding indemnity shall survive the termination or expiry of the contract.

7.39. Procedure for Blacklisting

7.39.1 For blacklisting a product/firm as noted in the tender, a registered notice shall be issued to the firm/supplier calling for explanation within 7 days from the date of receipt of notice. On receipt of the explanation from the firm/supplier, the Tender Inviting Authority and Managing Director, may take appropriate action on merits of the case and impose blacklisting of the particular product(s)/supplier by passing appropriate orders.

7.40. Provisions for Appeal

7.40.1 A supplier whose product / firm have been blacklisted by the Tender Inviting Authority may, within 15 days from the date of receipt of such order, appeal to the State Government. The State Government after such enquiry into the matter, as is considered necessary and after giving the said supplier an opportunity for representing his views, may pass such order in relation thereto as it thinks fit.

7.41. Termination of Contract

7.41.1 Termination for default:- The Tender Inviting Authority without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any

extension thereof granted by the Tender Inviting Authority/User Institution.

- 7.41.2 In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
- 7.41.3 Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 7.41.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination shall not prejudice or affect the rights and remedies which have accrued and/or shall accrue thereafter to the Tender Inviting Authority.
- 7.41.5 Termination for convenience: - The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

sd/-
Managing Director,
JKMSCL
&
(Tender Inviting Authority)
18.01.2016

ANNEXURE I

FORMAT OF BANK GUARANTEE OF EARNEST MONEY DEPOSIT

To
The J&K Medical Supplies Corporation Limited
(Address)

WHEREAS _____ (Name and address of the Company) (Hereinafter called “the bidder”) has undertaken, in pursuance of tender no _____ dated _____ (herein after called “the tender”) to participate in the tender of The J&K Medical Supplies Corporation Limited, (address) with (Description of goods and supplies).

AND WHEREAS it has been stipulated by you in the said tender that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as Earnest Money Deposit for compliance with its obligations in accordance with the tender.

AND WHEREAS we have agreed to give the bidder ----- (name and address) such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the tender conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the tender documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the bidder(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The J&K Medical Supplies Corporation Limited.

This Guarantee shall remain in force up to ----- (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of ----- (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, Name & Address of the Bank and Address of the Branch

ANNEXURE II

PERFORMANCE STATEMENT

(ATTACH SEPARATE SHEET FOR EACH PRODUCT QUOTED)

Name of the firm

Name of the productDrug codeTendered
Quantity(in units)..... Offered Quantity (in units).....

Production Capacity	
No. of days	Quantity in tendered units
Monthly (30days)	
Yearly (365 days)	

S.NO	Batch Number	Date	Batch size (in terms of units)	Quantity sold	* Date / Month of sales	Quantity returned/ rejected	Complaints/ Declared as NSQ after sales etc., if Any	Remarks
Year 2011-12								
Year 2012-13								
Year 2013-14								

** Date of sale of first batch shall be minimum 2 year prior to the date of notification of the tender.*

Certified true statement of productions

Signature and seal of the Bidder

Attested by Public Notary.

ANNEXURE III

CHECK LIST

COVER- A.

Page No

1	Checklist – Annexure I 1	1.
2	EMD in the form of DD shall be kept in an envelope. Valid SSI certificate for exemption(if exempted) DD No/BG No. : Date : Bank &branch : Amount :	
3	Tender document cost in the form of DD shall be kept in an envelope (applicable only to those firms who has downloaded the tender document) DD No. : Date : Bank &branch : Amount :	
4	Copy of voucher receipt issued by JKMSCL for the remittance of the Tender document cost (applicable only to those firms who has purchased the Tender documents) Voucher No. Date :	
5	Documentary evidence for the constitutions of the company / concern	
6	Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted.	
7	The instruments such as power of attorney, resolution of board etc.,	
8	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.	
9	Market Standing Certificate issued by the Licensing Authority	
10	Notary attested copy of record of manufacture / import to establish three year market standing.	

11	Non Conviction Certificate issued by the Drugs Controller	
12	Good Manufacturing Practices Certificate	
13	Annual Turnover Statement for 3 Years (Annexure VIII)	
14	Copies of balance sheet & profit loss account for three years	
15	Sales Tax clearance certificate (Annexure VII)	
16	Annexure IX (Undertaking for embossment of logo)	
17	Declaration Form in Annexure IV	
18	Proforma for Performance Statement (Annexure II)	
19	Notary attested documentary evidence to prove that the bidder is having own cold chain transporting system/copy of the contract agreement made with transporting agent	
20	Declaration in Annexure XI	
21	Details of Manufacturing Unit in Annexure X	
22	Details of Technical personnel employed in the manufacture and testing	
23	The Tender document signed by the bidder in all pages with office seal	

Place:
Date :
Designation :

Signature :
Name in Capital Letters :

ANNEXURE IV

DECLARATION

I/We, sole proprietor/Managing Partner/Managing Director of M/s. _____ having its Registered Office at _____ and its Factory Premises at _____ do hereby declare that I/We have carefully read all the conditions of tender JKMSCL/XXXXXXXXX DATED _____ for the procurement of drugs/supplies for the period 2014-15, floated by the Jammu & Kashmir Medical Supplies Corporation Ltd., Srinagar/Jammu and I/We do accept(s) all conditions of Tender document including amendments of the tender, if any, published by the Corporation.

I/We declare that I/we possess the valid manufacturing/import license and GMP certificate as per revised Schedule-‘M’ issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act, 1940(as amended from time to time) and the Rules made there under. I/We do hereby understand and agree that in event of I/We failing to adhere to the GMP norms at any stage when the contract is in operation, the bid will be rejected/contract will be terminated and where the failure is observed after conclusion of the contract, I/We will be liable for blacklisting according to provisions of this tender.

I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the product(s) quoted; that we possess all the necessary facilities for the production, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life and we shall maintain all the documents including raw data records. I/We understand and agree that in event of I/We failing to provide such facilities, adopt proper procedure or maintain proper documents, I/we will be liable for all penal actions such as rejection of bid, termination of contract and blacklisting

I am/We are aware of Tender Inviting Authority’s right to forfeit the Earnest Money Deposit and/ or Security Deposit and blacklisting me/us for a period of 5 years in case, any information furnished by us proved to be false at the time of inspection or otherwise and not complying the conditions as per Schedule M of the said Act.

Signature :

Seal

Name & Address :

TO BE ATTESTED BY NOTARY

Enclosure to Annexure – IV

DECLARATION FOR COMPLIANCE OF G.M.P

01	Name and Address of the Firm	
02	Name of Proprietor / Partner / Director	
03	Name and Designation of Person Present	
04	GMP Certificate as per Revised Schedule "M"/WHO-GMP	
05	Details of Licenses held with validity	
06	Number of Workers Employed	Female:
		Male:
07	Whether workers are provided with uniform:	Yes/No
08	Whether Medical Examination done for the Workers:	Yes/No
09	<u>Hygienic Condition:</u>	Satisfactory/Not Satisfactory
	(i) Surroundings:	Satisfactory/Not Satisfactory
	(ii) Production Areas: (iii) Other Areas:	Satisfactory/Not Satisfactory
10	Arrangements for proper Disposal of waste:	Yes / No – state details
11	Heating System:	Yes / No – furnish details
12	Whether Benches are provided in all Working Areas:	Yes / No
13	<u>Water Supply:</u>	
	(A) Source:	
	(B) Storage Condition	Satisfactory / Not Satisfactory
	(C) Testing (With reference to Pathogenic Organisms):	Yes / No
	(D) Cleaning Schedule for the Water Supply System with Proper Records:	Yes / No
	(E) Type of Machinery installed as to Semiautomatic or Fully Automatic plant for water purification system along with cost and whether this is working, and if so the flow rate of Pharmaceutical water to meet the requirements of preparation:	
14	Air handling system along with list of machine and cost of the unit, separately for sterile and non sterile preparation	
15	Whether the pollution control clearance is valid for Air and Water and if so the period up to which	

	valid (copy of the certificate to be enclosed)	
16	<u>Raw Material handling Area:</u>	
	(i) Receipt bay/ area:	Provided/Not Provided
	(ii) Quarantine area:	Provided/Not Provided
	(iii) Sampling area:	Provided/Not Provided
	(iv) Approved Material storage area:	Provided/Not Provided
	(v) Rejected material area:	Provided/Not Provided
17	<u>Production departments:</u>	
	(i) Tablets: Whether coating department provided? If so, details thereof:	
	(ii) Capsules: Hard gelatin capsules: Soft gelatin capsules:	
	(iii) Liquid orals:	
	(iv) Parenterals: LVPs: SVPs: Others (specify):	
	(v) External applications: Ointments: Liniments & lotions: Others (specify):	
	(vi) Disinfectants (specify): (vii) Medical devices (specify):	
	(viii) Whether separate sections are provided for beta-lactams and other sensitive drugs for which separate arrangements are prescribed: Others (specify): (ix) Brief statement of IPQC & IPQA:	
18	Finished Product Storages Area: (i) Quarantine: (ii) Released goods warehouse: (iii) Returned goods storage: (iv) Rejected goods storage: (v) Disposal of rejected goods:	
19	Details of Technical Staff: (i) Production of drugs - Name(s), designation, Qualification & experience – If more than one person is there, state the sections they are concerned with	

	(ii) Quality Control and Quality Assurance - Name(s), designation, Qualification & experience – If more than one person is there, state the sections they are concerned with					
20	Testing Facilities (List of Equipments to be furnished separately in the format to meet the mark vide Annexure)					
	Chemical & Physiochemical section:					
	Instrument analysis (Annex list of equipments):					
	Biological:					
	Microbiological:					
	Other analytical divisions (specify):					
	Chemicals & reagents store:					
	Glassware, columns, other spares and accessories:					
	Safety measures including emergency exit:					
	SOPs as per GLP Documentations & records as per GLP:					
	Standby power supply					
21	21 Self audit:					
22	Training of staff:					
23	Medical examination & fitness of personnel:					
24	Remarks:					
	(A) Whether Products Quoted to JKMSCL are Endorsed in the Licence(s)					
	(B) Furnish details in support of claim of market standing in the following format for the first batch of each product:					
	S.No	Date of mfr	Name of product	Batch No	Batch size	Date of release
	C. PRODUCTION FACILITY: Furnish details of the equipments provide for the production of the drug(s) applied for					
<i>Add additional tables of the above formats for other categories of drugs & other products</i>						
	(D) Whether any of the product quoted now and supplied to JKMSCL had been found NSQ, if so furnish details					
	(E) Whether any of the product quoted now and supplied to JKMSCL had been blacklisted, if so furnish details					
	(F) Whether any of the product quoted now and supplied to other institutions had been found NSQ, if so furnish details					
	(G) Whether any of the product quoted now and supplied to other institutions had been blacklisted, if so furnish details					

(H) Whether any prosecution action is pending/ in progress against the bidder in respect of any of the product quoted? If so furnish details	
(I) Whether any prosecution action is pending/ in progress against the bidder in respect of any offence under the Drugs & Cosmetics Act? If so, furnish details	
(J) In the case of products other than drugs, is there any criminal proceeding pending or in progress against the bidder in relation to the product quoted or others? If so. Furnish details:	
(K) Adverse reaction/ complaint/ adverse findings, if any, on Post Marketing Surveillance.	
(L) Recalls, if any, made in respect of the products supplied (Not specific to JKMSCL) during the last three years and the results of investigations thereof Preventive measures taken in respect of such defects.	
(M) Complaint, if any, received and actions taken: State complaints received, if any, in the past three years: State the nature of the complaints – whether deterioration of quality, lack of therapeutic actions, presentation of the product, packaging etc; sources of the complaints The system in place for root cause analysis and taking remedial measures. Whether the remedial measures have enabled elimination of the problem. If stability or loss of potency was the complaint, how the problem was addressed Any other relevant information that portrays effective QA system in place.	

Instruments Provided in the Quality Control Lab

S.No	Name of the Instruments	No. of Instruments	Cost of Instruments	Whether it is in working condition
(1)	(2)	(3)	(4)	(5)
1	Analytical Balance			
2	Infra Red Spectrometer			
3	Karl Fisher Tritator			
4	Melting Point			
5	Brookfield Viscometer			
6	Polarimeter			
7	Autoclave			

8	Refractometer			
9	Sampling Booth			
10	UV-Vis Spectrometer			
11	HPLC			
12	Muffle Furnace			
13	Fuming Cupboard			
14	Micrometer			
15	Dissolution Tester			
16	Disintegration Tester			
17	Friability Tester			
18	Vernier Calipers			
19	IR Balance			
20	Hardness Tester			
21	Leak Test Apparatus			
22	Laminar Air Flow			
23	BOD Incubator			
24	Vacuum oven			
25	Bulk Density Apparatus			
26	Water Activity Meter			
27	Anaerobic System			
28	Gas Chromatograph			
29	LAL Kit			
30	Sterility Test Kit			
31	Particle Counter			
32	Air Sampler			
33	Flame Photometer			
34	Tap Density Tester			
35	Other equipments			

Other details (like ISO certification etc)

Signature and Seal of
Proprietor / Partner / Director

ANNEXURE V

J&K MEDICAL SUPPLIES CORPORATION LIMITED, SRINAGAR/JAMMU

Tender for the Supply of DRUG/Medicines/ Vaccine.

PRICE BID

S n.o	Drug code	Drug name	Strength	Packing	unit	Tendered Qty 14-15	Qty offered in units	Basic price incl Packing & Forwarding Charges (per unit)	Excise duty (per unit)	Sales Tax (per unit)	Other charges (per unit)	Total landed Price (9+10+11+12) (per unit)		Total Value In figures (8*13)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	In figures (13)	In words (14)	(15)

NB: shaded grey area to be filled by corporation once tender is finalised

Date:

Seal

Signature :

Name (in capital) :

Designation :

ANNEXURE VI

List of items quoted

Tender No: (to be assigned)

Dated:

Bidder name with address as given in Drug License _____

S.No	Drug code	Drug name	strength	unit	Whether own Mfg/Imported	Mfg/import license No: & date	Date of issue of product approval	Mfg/import license & product approval valid upto	Expiry period of drug(s) (in months)	Page No: of product permit attached in this bid	Quantity offered to JKMSC CL	Mfg capacity for JKMSC C (30 days)	Value of EMD
1													
2													
EMD Total													

Authorised Signatory :

Date :

ANNEXURE VII

FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT OF J&K

(To be filled up by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax
Addresses or assessment.
- 02 a. Name and address of all companies, firms or associations or persons in which the
applicant is interested in his individual or fiduciary capacity.
- b. Places of business of the applicant (All places of business should be mentioned).
03. The Districts, Taluks and divisions in which the applicant is assessed to Sales Tax
(All the places of business should be furnished).
04. a. Total contract amount or value of patronage received in the preceding three years.

s.no	Financial year	Turn over
1	2011-2012	
2	2012-2013	
3	2013-2014	

- b. Particulars of Sales - Tax for the preceding three years.

year	Total T.O. be assessed Rs	Total Tax assessed Rs.	Total Tax paid Rs.	Balance due Rs.	Reasons for balance Rs.

- c. If there has been no assessment in any year, whether returns were submitted and if so,
the division in which the returns were sent.
- d. Whether any penal action or proceeding for the recovery of Sales Tax is pending.
- e. The name and address of Branches if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of applicant:

Address:

Date:

(To be filled up by the Assessing authority)

In my opinion, the applicant mentioned above has been doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax - Officer

Deputy Asst.

Note: - A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.

ANNEXURE VIII

ANNUAL TURN OVER STATEMENT

I hereby certify that M/s _____ Name & address
(_____) who is a prospective bidder for the tender
No's _____ dated _____ of the JKMSCL is have the
following annual turnover and the statement is true and correct.

S.NO	Year	Turnover (INR Lacs)
1	2010-11	
2	2011-12	
3	2012-13	
Total (Rs.)		
Average turnover per annum (Rs.)		

Date:

Signature of Chartered Accountant

(Name in Capital)
Name of firm
Reg. No. :

Seal:

ANNEXURE IX

DECLARATION

I/We do hereby declare that I /We shall supply the item as per the designs given in enclosures to this Annexure and as per the instructions given in this regard.

Signature of the Tenderer

Name in capital letters with Designation

ENCLOSURE- I TO ANNEXURE IX

DESIGN FOR LOGOGRAM

INJECTIONS:

Injection in ampoule form should be supplied in Double constructed neck ampoules and the vials should be supplied with aluminum seals. The labels of the primary, secondary and outer cartons etc. shall bear the words "J&K Govt. Supply - Not for sale", and above logogram overprinted, which shall distinguish from the normal trade packing. The labels of the large volume parenterals and their outer cartons should bear the words "J&K Government Supplies – Not for Sale" and the logogram above.

The labels in the case of injectables should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Intra Dermal (ID), Subcutaneous (SC) administration, etc.

IMPORTED DRUGS/ PRODUCTS:

In case of imported Drugs/ products the above logograms and wordings should be printed in indelible ink either on the label borne by the container of the Drug/ product or on a label or wrapper affixed to any package in which the container is issued.

Tablets and capsules:

All tablets and capsules have to be supplied in strip or blister packing with printed logogram and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules. Affixing of stickers and rubber stamps is not accepted. Vials, Ampules and Bottles containing the items tendered for should also carry the logogram.

ENCLOSURE-II TO ANNEXURE IX

SPECIMEN LABEL FOR OUTER CARTON

15cms

SCHEME : Drug/VACCINE 2015-16

LOGO OF JKMSC

(Product Name) :

EXP. DATE :

Batch. :

Quantity Packed:

Mfg Date:

Net Weight:

Manufactured by:

10 cms

J&K GOVT. SUPPLY -NOT FOR SALE

ENCLOSURE-III TO ANNEXURE IX

BAR CODING DETAILS

BOX NO :
PO NUMBER :
SUPPLIER CODE :
SUPPLIER NAME :
DRUG CODE :
DRUG NAME :
BATCH NO :
MFG DATE :
EXPIRY DATE :
BATCH QUANTITY :
INVOICE NO :
D C NO :

Search for bar code



ANNEXURE X

DETAILS OF MANUFACTURING UNIT

Name of the Tenderer & Full Address :
PAN Number :
Phone Nos. :
Fax :
Website :
E-Mail :
Date of Inception :
Drug manufacturing License No. & Date :
Issued by :
Valid up to :
Contact person :
Designation :
Phone No. :
Mobile No. :
E-mail :

Note:

** The details of manufacturing unit shall be for the premises where items quoted are actually manufactured*

ANNEXURE XI

DECLARATION

I/We M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Factory Premises at _____ do hereby declare that I/We have carefully read all the conditions for maintaining the cold chain of the drugs during transporting mentioned in clause 5.2.3 of tender No. JKMSCL/xxxxxxx (drug/vaccine)/2013/004 DATED 01.01.2014 for supply of xxxx drug Vaccine for the period 2013-14 floated by the J&K Medical Supplies Corporation Ltd., Srinagar/Jammu and accepts the condition.

I/we also declare that the products shall be provided with temperature variation indicators like vaccine vial monitors or each container of a consignment shall be provided with data loggers for recording the temperature conditions during transit, the software of which shall be provided to all the warehouses

I/We agree that the Tender Inviting Authority rejecting the consignment, forfeiting the Security Deposit and blacklisting me/us, if the condition of cold chain transportation is not complied with.

Signature:

Seal

Name & Address:

ANNEXURE XII

AGREEMENT

THIS AGREEMENT made on this..... day of, 2014, between..... J&K Medical Supplies Corporation Ltd represented by its Managing Director having its registered office at Srinagar/Jammu (hereinafter “the Purchaser”) of one part and M/s. (Name) and Address of Supplier)..... (hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the Purchaser has invited tenders for the supply of items vide tender no dated The supplier has submitted technical and price bids as contained in the tender document. The Purchaser has finalized the tender in favour of the Supplier for the supply of (xxxxx drug/vaccine) specified in the schedule attached hereto at the prices noted against each item therein for a total cost of Rs. (Contract Price in Words and Figures) (hereinafter “the Contract Price”) on the terms and conditions set forth in the agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - a) All the documents submitted by the bidder as part of technical bid and price bid.
 - b) The Schedule of Requirements.
 - c) The Specifications and other quality parameters.
 - d) The clarifications and amendments issued / received as part of the tender document.
 - e) The General Conditions of Contract.
 - f) The Specific Conditions of Contract and
 - g) The Purchaser’s Offer Letter

The general notices, correspondences issued by the tender inviting authority and all the terms and conditions in the tender document shall also form a part of the terms and conditions of this agreement.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply consumables conforming in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the tender, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The Supplier has deposited with the Purchaser an amount of Rs.....(as in Tender condition) as Security Deposit as specified in Clause 6.24 of the Conditions of Tender for due and faithful performance of the provisions of this Agreement. Such Security Deposit made by the Supplier is liable to be forfeited by the Purchaser in the event of the Supplier failing duly and faithfully to perform any one or more or any part of any one of the said provisions. The payment for the supplies made by the Supplier shall be paid to him only after he has remitted the required amount of Security Deposit.

SCHEDULE
(Selected L1 items)

S.No	Drug Code	Name of the Drug	Strength	Unit	L1 Rate(Rs. P)	Quantity Offered	value
Total Value (Rs.)							

ANNEXURE XIII

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To

The J&K Medical Supplies Corporation Limited

(Address)

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ JKMSCL/xxxxxxx/2014/004 DATED 01.01.2014 (herein after called “the contract”) to supply The J&K Medical Supplies Corporation Limited, (address) with (description of goods and supplies).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you

and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The J&K Medical Supplies Corporation Limited.

This Guarantee shall remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

ANNEXURE XIV

PACKING SPECIFICATION

I. SCHEDULE FOR PACKAGING-GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (ie., product + inner carton + corrugated box).
2. All Corrugated boxes should be of 'A' grade paper ie., Virgin.
3. All items should be packed only in first hand boxes only.
4. All containers and closures, which come in direct contact with the drug, shall comply with specification stipulated in the Indian Pharmacopoeia/any recognized Pharmacopoeias and Bureau of Indian Standards.

FLUTE:

5. The corrugated boxes should be of narrow flute.

JOINT:

6. Every box should be preferably single joint and not more than two joints.

STITCHING:

7. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

8. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60. should not crack.

TAPE:

9. Every box should be sealed with gum tape bearing re named the bidder running along the top and lower opening.

CARRY STRAP:

10. Every box should be strapped with at least two nylon carry straps (they should intersect).

LABEL:

11. Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicating that the product is for "J&K Govt. Supply - Not For Sale" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure IX of this document.

Note:

The name of the drug shall be written on the label in Bold capital letters of at least font size 20' in Times New Roman.

OTHERS:

12. No Thermo cool box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR THERMOCOOL BOXES HOLDING INJECTABLE (IN VIALS AND AMPOULES)

- 1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the cold temperature throughout the period of transit.
- 2) The thermo cool box should be packed with sufficient number of cold packs to maintain the desired temperature for the entire contents throughout the period of transit.
- 3) Only first hand thermo cool boxes should be used.

ANNEXURE XV

PERFORMANCE BANK GUARANTEE

To
The J&K Medical Supplies Corporation Ltd
(Address)

Dear Sir,

Bank Guarantee No :

Amount of Guarantee :

Guarantee cover from :

Last date for lodgement of claim :

This deed Guarantee executed by the
.....
hereinafter referred to as the “Bank”) in favour of the The Managing Director, J&K Medical Supplies Corporation Ltd, Srinagar/Jammu (hereinafter referred to as “the Beneficiary”) for an amount not exceeding ` at the request of M/s. (hereinafter referred to as “ the Contractor”).

This guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. and the guarantee shall remain in full force up to and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before Whereas the beneficiary has placed an order with the contractor in terms of the Order No: for the supply of as per order and whereas one of the conditions of the agreement made was that the Corporation should make 100% payment of the contract including Taxes, Duties, Freight and Insurance against delivery of the items on submission of Performance Bank Guarantee equivalent to 5% contract value valid for 15 months from the date of execution of agreement or 3 months from the date of satisfactory completion of supply whichever is later.

In consideration of the beneficiary having agreed to pay to the contractor the payment as aforesaid in accordance with the terms of the agreement, we the hereby undertake that it shall in the event of the Contractor, failing to deliver the materials in accordance with the conditions of the agreement, pay to the beneficiary on demand any sum

or sums which may from time to time be demanded by the beneficiary after the date there of upto a maximum of Rs. being the amount of 5% of the contract value which at the date of the demand by the beneficiary has been paid aforesaid and which has not under the terms of this or any undertaking been reimbursed.

This undertaking is not revocable by notice but shall continue with full force until (a) payment has been made to the beneficiary by the Bank of aggregate amount payable hereunder or (b) delivery of all items of the contractor's acceptance of Order No: to the beneficiary in accordance with the conditions of the agreement whichever shall first occur.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs.
2. The Bank Guarantee shall be valid upto
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ...
..... Dated on this. day of

Witnesses:

- 1.
- 2

ANNEXURE XVI

CERTIFICATE

I/we certify that there has been no reduction in sale price of the stores identical to the stores supplied to the JKMSCL under the contract herein and such stores have not been offered/sold by me/us to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or state Government, as the case may be upto the date of the bill/date of completion of supplies at a price lower than the price charged to JKMSCL under the contract.

Signature:

Seal

Name & Address:

Dated:

APPENDIX I

Location of all warehouses with address details with telephone and email details.

S.No	Warehouse Name	Postal Address	E-mail ID	Land line No	Mob No