

NOT TRANSFERABLE



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

**Corporate Head Office: 1st Floor, Drug Store Building Govt. Medical College, Bakshi Nagar, Jammu
(Temporary shifted to Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu)**

Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

Corporate Office Kashmir: Opposite State Motor Garages near Haj House Bemina, Srinagar



**E-BID FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR
THE TEST AND ANALYSIS OF DRUGS, MEDICINES, SURGICAL & SUTURES FOR
THE YEAR 2022-2023**

(REFERENCE NO: JKMSCL/ANALYTICAL TESTING LABS/2022/562

DATED: 13-12-2022

LAST DATE OF SUBMISSION OF ONLINE BIDS:

12-01-2022 upto 1630 hrs



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No. JKMSCL/ **ANALYTICAL TESTING LABS -2022/562**

DATED: 13-12-2022

NOTICE INVITING BID

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS, MEDICINES, SURGICAL & SUTURES FOR THE YEAR 2022-2023. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com. The cost of the tender along with tender processing charges of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through NEFT in the Corporation's Bank Account No.0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no in favour of FA/Chief Accounts Officer JKMSCL drawn on any of the Scheduled/Nationalized bank Payable at Jammu/Srinagar.

- i. Scanned copies of Bank transfer/deposit receipt of cost of tender documents and Tender Processing charges shall have to be uploaded along with Technical Bid.
- ii. EMD for Rs.1,00,000 (One Lac only) as Bid security in shape of FDR pledged to Financial Advisor/CAO, JKMSCL or through NEFT in the Corporation's Bank Account No.0373040500000032.
- iii. **Not to submit the hard copy of technical bid physically.**

Sd/-

Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.



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Corporate Office Kashmir: Opposite State Motor Garages near Haj House Bemina, Srinagar

No. **JKMSCL/ ANALYTICAL TESTING LABS 2022/562**

DATED: 13-12-2022

NOTICE INVITING BID (NIB)

1. On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS, MEDICINES, SURGICAL & SUTURES FOR THE YEAR 2021-2023 as per Annexure "C".

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

Date of Pre Bid	Last date of receipt of representation	Last Date of downloading of Bid document	Last Date of Online submission of Bid	Date of Opening of Technical bid
1	2	3	4	5
20-12-2022 at 1400 hrs at Corporate Head Office, JKMSCL	20-12-2022 upto 1400 Hrs	12-01-2023 upto 1500 Hrs	12-01-2023 upto 1630 Hrs	17-01-2023 at 02:00 PM at JKMSCL Corporate Office, Jammu/ Srinagar

3. The Bid is for finalization of Rate Contract only.
4. Detailed particulars of the bid documents & specifications of items may be downloaded from J&K Govt. e-tendering portal www.jktender.gov.in or JKMSCL website: www.jkmsclbusiness.com;
5. **The bid shall only be submitted through e-procurement portal of J&K Government i.e. www.jktenders.gov.in. Not to submit hard copies of technical bid physically.**
6. EMD for Rs.1,00,000(One Lac only) as Bid security in shape of FDR pledged to Financial Advisor/CAO, JKMSCL or through NEFT in the Corporation's Bank Account No.0373040500000032.

8. The technical bids shall be opened at Jammu/Srinagar Corporate Office of JKMSCL in the presence of the Bidders or their representatives who may wish to be present. **Not to submit the hard copy of technical bid physically**
9. No queries / representations shall be entertained after the clarification end date.

Note: If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same shall be uploaded on the J&K Govt. tender portal www.jktenders.gov.in; JKMSCL website; www.jkmsclbusiness.com, but shall not be published in any newspapers / journal. In case any inconvenience is felt, please contact on telephone number i.e.0191-2478842 or queries may be e-mailed on address "enquiryjkmscl@gmail.com & jkmsclj@gmail.com.

Sd/-

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd



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Corporate Office Kashmir: Opposite State Motor Garages near Haj House Bemina, Srinagar

(Bid form is non-transferable)

BID FORM FOR RATE CONTRACT OF "ANALYTICAL TESTING LABS -2022"

BID REFERENCE. No. JKMSCL/ ANALYTICAL TESTING LABS 2022/562 DATED: 13-12-2022

1. Date and time of publishing the bid : **13-12-2022** at 1630 hrs
2. Start date and time for download the bid document : **13-12-2022** at 1630 hrs
3. Last date and time for download the bid document : **12-01-2023** upto 1500 hrs
4. Clarification Start date : **14-12-2022** from 1100 hrs
5. Clarification end date : **20-12-2022** upto 1400 hrs
6. Pre-bid Meeting : **20-12-2022** at **1400 hr** at
Conference Hall JKMSCL, Jammu
7. Start date and time for submission of online bids : **14-12-2022** from 1000 hrs
8. Last date and time for submission of online bids : **12-01-2023** upto 1630 hrs
9. Date & time of online opening of Technical Bids : **17-01-2023** at **1400 Hrs**

1. Place of Pre-bid : Corporate Office JAMMU.
2. Cost of Tender Document : 1000/-
3. Tender Processing charges : 9000/-

An amount of Rs. 10,000.00 (Rupees Ten thousand only), comprising of cost of Bid document as Rs. 1000.00 (Rupees one thousand only) & Bid processing charges as Rs. 9000/- (Rupees Nine thousand only) shall have to be paid either through NEFT in the Corporation's bank A/C No. **0373040500000032** maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no.

- i) Scanned copied of Bank transfer/deposit receipt of cost of tender document and Tender processing charges shall have to be uploaded along with Technical Bid.

4. Bid Security (EMD) : i. Bid Security 1,00,000

ADDRESS FOR COMMUNICATION:

Managing Director or General Manager,

J&K Medical Supplies Corporation Ltd,

Temp. Address- Plot No. 58, Friends Colony
Satyam Road Trikuta Nagar, Jammu/Bemina Near
Haj House- Srinagar (Kashmir)

Technical Bid Form

TECHNICAL BID FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS, MEDICINES, SURGICAL & SUTURES FOR THE YEAR 2022-2023

ANNEXURE-A

Declaration Form cum check list

(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the bid floated by M.D., Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the Rate Contract Cum Supply of “ ANALYTICAL TESTING LABS -2022” and agree to abide by all the Terms & Conditions set forth therein/SPP.

I/We declare that we are participating in this bid in the capacity of (Original Manufacturer/Direct Importer/ Authorized Representative). I/We enclose valid Manufacturing license/ acknowledgement/ Memorandum/IEM/ Registration of MSME Unit/Import license along with Authorization by Foreign Principal.

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

S.No	Item	Page No.
1.	Bid security 1,00,000	
2.	Cost of Tender documents =Rs.1000/- Tender Processing charges=Rs.9,000/- Total =Rs.10,000/- (Through NEFT)	
3.	Nature of the Firm/Public Company/Private Company/Partnership / Proprietorship/Any other with Documentary proof issued by the competent Authority.	
4.	Average Annual Turnover Statement not less than 50 lakhs for Last 3 financial Years from Chartered Accountant with UDIN (2019-20, 2020-21 & 2021-22).	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant (2019-20, 2020-21 & 2021-22).	
6.	Latest Non Conviction Certificate issued by the Licensing authority of the respective state (Issued not before 6 months).	
7.	List of clients for past 02 years	
8.	Copy of the PAN Card of the bidder	

9.	Copy of GST Registration Certificate of bidder	
10.	Certificate of NABL Accreditation	
11.	Certificate regarding adherence to uploaded Specifications (GLP Compliant, L1 Certificate)	
12.	Acceptance to complete Analysis & reporting conditions	
13.	Latest GST Return of the bidder	
14.	Details of Technical personnel employed in the testing unit approved by the Licensing Authority.	
15.	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority JKMSCL.	
16.	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL.	1..... (Name & Signature) 2..... 3..... .
17.	Declaration Cum Checklist (Annexure A)	
18.	Terms & Condition of Bid and Rate contract (Annexure B)	
19.	List of Items highlighting the items quoted by the bidder (Annexure C)	
20.	Proforma for Annual Turnover statement of the Firm from Chartered Accountant with UDIN. (Annexure D) (2019-20, 2020-21 & 2021-22).	
21.	Proforma for performance Certificate (Annexure-E)	
22.	Declaration on Non Judicial Stamp Paper of Rs 100. (Annexure-F)	
23.	Details of the Drug Testing Laboratory (Annexure-G)	
24.	Laboratory Details (Personal in QC Department) (Annexure-H1)	
25.	Laboratory Details (Important Instruments/Equipments in Lab) (Annexure-H2)	
26.	Laboratory Details (Facilities in Microbiological Section) (Annexure-H3)	
27.	Laboratory Details (List of Reference Sample with date of the procurement) (Annexure-H4)	
28.	Proforma for Agreement (Annexure I)	
29.	Memorandum of Appeal. (Annexure J)	

INSTRUCTIONS TO BIDDERS

Annexure - B

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

E-BID FOR THE EMPANELMENT OF ANALYTICAL TESTING LABORATORIES FOR THE TEST AND ANALYSIS OF DRUGS, MEDICINES, SURGICAL & SUTURES FOR THE YEAR 2022-2023.

1. TENDER PROCESSING FEES AND EMPANELMENT FEES.

- a) E- Tender under two cover system (Technical Bid in Cover – I & Financial Bid in cover-II) has been invited by The Jammu and Kashmir Medical Supplies Corporation Ltd, for Empanelment of Analytical Testing Laboratories for Testing and Analysis of DRUGS,MEDICINES,SURGICAL & SUTURES for The Year 2022-23
- b) The bids shall be valid for a Period of 120 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Bid Inviting Authority may request the Bidders to extend the bid validity for another period of 30 days. The Bidder may refuse extension of bid validity without forfeiture of the Earnest Money deposit.

2. ELIGIBILITY CRITERIA FOR EMPANNELMENT:-

- (1) Drug Testing Laboratories should have valid approval from Drug & Food Administration Department of the respective State for quality testing of drugs, Medicines, Surgical & Sutures it bids for (as per the provision of the Drugs and Cosmetics Act, 1940 and Rules there under).
- (2) The laboratory should be GLP compliant under the provisions of Drugs and Cosmetics Act, 1940 and Rules there under.
- (3) It should hold schedule L-1 certificate i.e should have NABL accreditation with proper scope of accreditation to undertake testing of drugs, surgical and sutures it bids for.

- (4) The laboratory should have at least three years standing in the test & analysis of the items it bids for.
- (5) The laboratory should have an average annual turnover of not less than Rs 50.00 lakhs towards testing drug, medicines, surgical and suture items testing services during preceding three financial years
- (6) The lab should have undertaken test and analysis of drugs, medicines, surgical & suture item and supplies of at least three government institutions/corporation/reputed manufacturers during the preceding two financial years
- (7) The lab should not have been banned / debarred or blacklisted by any State or Central Government Organization or its central procurement agencies only on the due date of bid submission.
- (8) The laboratory / firm should not have been convicted when under the provisions of applicable laws with regard to the activities and conduct of the laboratory.
- (9) The laboratory should have all necessary instruments/equipments/machines for testing of medical devices, drugs, medicines, surgical & sutures as per standards laid down in Drugs & Cosmetics Act/ Pharmacopoeia/ Bureau of Indian Standards and other standards as applicable/ desired with minimum three working HPLSCs.

3. TECHNICAL BID:-

The Bidder must upload the following under technical bid:-

- (a) Bidders may quote for anyone item or more as mentioned under the list of Drugs, Medicines, Surgical & Sutures placed as Annexure-C.
- (b) The bidder laboratory has to mention the types of test for each item to be carried out by it, as per the annexure.
- (c) The bidders shall upload scanned copy of all the financial instruments
- (d) Attested Photocopy of Compliance of Schedule L-1 of Drugs & Cosmetics Rules, 1945 (GLP certificate) duly renewed up to date, issued by the State

Licensing Authority.

(Copy of NABL accreditation with details of scope for testing of Drugs, Medicines, Surgical & Sutures.)

- (e) Details of analysis of Drugs, Medicines, Surgical & Suture carried for the last three years as per performa given as Annexure E.
- (f) List of important clients for whom tests have been conducted during the past 2 years.
- (g) Attested copy of certificate of registration for service tax.
- (h) Non- Conviction Certificate by the State Licensing Authority/ competent authority
- (i) Annual turnover statement for previous 3 financial years i.e. duly certified by Chartered Accountant
- (j) Copies of the Audited Balance Sheet and Profit and Loss Account for previous three financial years duly certified by Chartered Accountant
- (k) Following information to be given in Annexure H1 to H4.
 - a) The list of qualified personnel employed in the laboratory with proof of their qualifications and relevant approvals.
 - b) The list of instruments available in the laboratory specifying the brand, year of manufacture and the list of tests it is utilized for.
 - c) Micro Biological facilities available in the laboratory.
 - d) List of Reference Samples along with their date of procurement and quantities, wherever required.
 - e) A declaration in the performa given in Annexure F duly signed and notarized.
 - f) Details of Laboratory in Annexure – G.
 - g) A copy of PAN issued by Income Tax Department.
 - h) Documentary evidence for the constitution of the company / concern

4. PRICE BID:-

The price bid shall also be known as financial document and every bidder shall have to submit its price in excel format (BOQ) provided in tendering portal **www.jktenders.gov.in**. The template must not be modified/ replaced by the

bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only. The bidder should quote rate for the complete tests as applicable to the item. The rate for sterility test for sterile products should also be quoted separately at last entry of BOQ.

All the cells of BOQ should be carefully filled. In case the bidder does not wish to quote / bid for any test/item, he/she should leave the concerning cell blank. In case of any cell being blank, it would be assumed that the laboratory does not wish to quote / bid for that particular test / service/item. In case the bidder wishes not to charge for any service or test, he/she should clearly write "0 (ZERO)" in the cell. In case any cell has the value "0 Zero", it shall be assumed that the Laboratory wishes to provide the service / test, but is not charging for it.

5. TECHNICAL AND FINANCIAL EVALUATION:-

The valid Technical bids shall be scrutinized by the committee constituted for the purpose and Financial Bids of only those who qualify in the Technical Bid after scrutiny thereof, including inspection of the laboratory as per schedule L-1 (GLP), if required, shall be opened. Date for opening of Financial Bid shall be declared after opening of technical Bid and the venue shall be Corporate Head Office at Government Medical College, Complex Bakshi Nagar, Jammu.

6 EARNEST MONEY DEPOSIT:-

Scanned copies of Bank transfer/deposit receipt of cost of tender documents and Tender Processing charges in the shape of FDR/CDR shall have to be uploaded along with Technical Bid. If the bidder fails to upload the same, technical bid shall not be evaluated.

7.GENERAL CONDITIONS:-

1. The details of the Drugs, Medicines, Surgical & Sutures, to be analyzed shall be given in Annexure VII.
1. The Bidder should quote the rates for complete analysis of each product. Name of test(s) to be performed, methodology to be used and number of samples required for each test should be mentioned. However, wherever rates for individual test have been demanded, they should be furnished accordingly in BOQ. Wherever the rates have been quoted for the test

prescribed but their name & methodology for testing are not stated, such lab shall be considered as non- responsive for testing for such item

2. L1 shall be considered on total rate for the complete analysis of each product inclusive of all taxes, levies etc.

3. The rates quoted and accepted will be binding on the Bidder for the stipulated period of **12 months** from the date of execution of contract which may be extended for a further period of 03 months with mutual consent of JKMSCL and the firm/ lab and on no account any revision in rates shall be entertained till the completion of the contract period.

4. Analytical Laboratory, which also has its manufacturing activity and is supplier of one or more of its products to this Corporation, if empanelled by JKMSCL, then Samples of items/ products of such manufacturing unit shall in no case be sent to the same empanelled laboratory for testing.

5. The laboratory shall not be permitted to outsource any test to other laboratory/ laboratories.

6. JKMSCL shall have the right to cause the laboratory to be inspected by the members of its technical committee before opening of price bid and subsequently as and when considered appropriate and based on the finding, the Bidder may be disqualified or de- empanelled, as the case may be.

8. ACCEPTANCE / REJECTION OF BID:-

1. The Bid evaluation committee formed by Jammu and Kashmir Medical Supplies Corporation Limited will evaluate the Bid with reference to various criteria.

2. The Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited reserves the right to accept or reject any BID for any one or more of the items Bid for, without assigning any reason.

9. **AGREEMENT:-**

1. The period of agreement with empanelled laboratories shall remain valid for a period of **12 months** from the date of execution of contract. This may be extended for a further period of three months with mutual consent.

2. All Bidders who qualify for empanelment shall have to execute an agreement on a non-judicial stamp paper of value Rs.100/- (Stamp duty to be paid by the Bidder), in favour of Managing Director, Jammu and Kashmir Medical Supplies Corporation within 15 days from the date of receipt of the intimation which shall be uploaded on www.jktenders.gov.in. The form of agreement shall be issued by JKMSCL.

3. The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit there on or any part thereof to any person or persons whatsoever.

4. All notices or communication relating to, or arising out of this tender document or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode.

10. PERFORMANCE SECURITY:-

1. The successful Bidders shall be required to pay a security deposit of Rs. 50,000/- in the form of demand draft only drawn on any of the scheduled banks in favour of Jammu and Kashmir Medical Supplies Corporation Ltd payable at Jammu at least three days prior to the execution of the agreement. Performance security will be refunded three months after expiry of rate contract subject to successful completion of services.

11. COMPLETE ANALYSIS & REPORTING CONDITIONS:-

1. (a) On empanelment and entrustment of the job, the Analytical Laboratory should furnish the test reports within:

I. 10 days from the receipt of the sample in case of non – sterile products.

II. 21 days from the receipt of the sample of Drugs, Medicines, surgical & sutures requiring test for sterility.

- b) All the tests prescribed under IP/USP.BP Drugs & Cosmetics Act/BIS etc., (as the case may be) should be carried out for each and every sample. The results obtained in the test should be mentioned in numerical value (wherever possible). However this condition will not apply when only specific testing is called for/desired on any particular sample.
- c) “COMPLIES” or “PASSES” in the result column of the report shall be treated as incomplete report, if the result has some numerical value.
- d) Every test report must have remarks either as “Standard Quality” or “Not of Standard Quality”. Any ambiguity/cutting in reports shall not be accepted (clear mention of “standard quality or not of standard quality” should be stated in bold letters and crossing/cutting shall not be accepted). NSQ report should be submitted in red coloured paper rather than writing red colour.
- e) Reports should be clearly legible in printed form on A4 size (8.27” X 11.69”) paper of good quality.
- f) Report should be issued on form 39 of Drugs and Cosmetic Act, 1945 and should have
S. no. , Name of drug sample, Code no., Batch no., Mfg. date, Exp. date, Description of tests, Protocol of test specified & applied, Findings & Results obtained and should be signed by person-in-charge of testing. The final results and reason for failure, in case of Not of Standard Quality Reports, should be highlighted in pink / red, rather the whole report should be printed on red paper.

g) Reports should be attached along with Spectra / Chromatography data sheets, if applicable along with the report without fail.

2. All test reports of each batch of sample should be submitted to the JKMSCL in triplicate. However, all results should be communicated immediately to the I/c Quality Control (Q.C.) through phone / E-mail and the report in original should be sent along with protocol within seven days of such intimation/ communication.
3. If in any circumstances (like break down of instrument, non-availability of reference standard etc.) the Analytical Laboratory is unable to undertake analysis for a sample, firm shall have to communicate to JKMSCL within 24 hours of receipt of sample through phone and e-mail and firm shall have to return the sample to the I/c Quality Control Cell, Jammu and Kashmir Medical Supplies Corporation after taking necessary telephonic or electronic consent. In case of inability of laboratory to undertake the test, a penalty of 25% of testing charges applicable plus handling/ courier charges borne by JKMSCL if any shall be recovered.
4. If placebo or standard test procedure for any product is required, the same should be demanded within 48 hours from date of receipt of sample. Period lapsed/ taken in providing placebo or standard testing procedure will be condoned from prescribed time limit for that sample.
5. If any sample is received in a damaged condition by the laboratory, the sample should not be analyzed and the information should be sent immediately to the I/c Quality Control, cell by phone or E-mail.
6. The Managing Director, Jammu and Kashmir Medical Supplies Corporation Ltd or his / her authorized representative(s) has / have the right to inspect the laboratories of the bidders who have submitted BIDs, before taking any decision regarding empanelment. Similarly, the Managing Director, Jammu and Kashmir Medical Supplies

Corporation Ltd or his/ her authorized representatives may also inspect any empanelled laboratory, at any point of time during the agreement / contract period and terminate / cancel its empanelment or any orders issued to the laboratory, and not entrust any further testing job to the laboratory based on facts brought out during such inspections.

7. It shall be the sole discretion of JKMSCL to allot the samples to any of the empanelled laboratories in case when there is more than one laboratory is approved for a specific item.

12. EXTENSION IN TESTING PERIOD:-

If, at any time during the currency of the contract, the laboratory has, in the opinion of the JKMSCL, been delayed in submitting any test report, by the reasons of any riots, mutinies, wars, fire, storm, earthquakes, tempest or other exceptional cause (force majeure), the time for submission of test report may be extended by the JKMSCL purely at its discretion for such period as may be considered reasonable subject to receipt of specific written request by the laboratory with in 48 hrs of occurrence of such an event. No further representation from the laboratory will be entertained on this account.

13. PAYMENT PROVISIONS:-

1. No advance payment towards any analysis shall be made to the empanelled bidder.
2. No payment shall be made for the incomplete analysis or incomplete report.
3. Payments towards the analysis of Drugs, Medicines, Surgical & Sutures will be made as per approved rate inclusive of all taxes, levies etc.

14. PENALTIES:-

1. If the successful Bidder fails to pay the Security deposit and / or to execute the agreement within the time specified or withdraws the BID after intimation of the acceptance of the BID by JKMSCL, the empanelment will be cancelled and the Earnest Money Deposit deposited by the Bidder shall stand forfeited in favour of the Jammu and Kashmir Medical Supplies Corporation Ltd. Such Bidder(s) will also be

liable for all damages sustained by the Jammu and Kashmir Medical Supplies Corporation Ltd. to breach of BID conditions. Such damages shall be assessed by the Managing Director, Jammu and Kashmir Medical Supplies Corporation whose decision shall be final.

2. Non performance of the contract or non – adherence to any empanelment condition(s) will disqualify the laboratory from participation from future BIDs for the period of 01 to 05 years as decided by JKMSCL apart from forfeiture of Performance security/ Security Deposit.

3. If it is revealed that the analytical Laboratory is involved in any form of fraud and collusion with the suppliers of Jammu and Kashmir Medical Supplies Corporation the analytical laboratory will be debarred for a period not less than 05 years by JKMSCL. The bidders shall also be liable for action under criminal law and the matter will be notified to the concerned Director / Controller – Drugs& Food Control Organization for suitable action against the Laboratories.

4. Omission of any prescribed test will be viewed seriously and shall invite action against the laboratory as deemed fit by JKMSCL, which might range from forfeiting of Performance security to debarring of Laboratory for a period of 02 to 05 years.

5. In case the successful bidder/Lab give wrong/fraudulent result, which on later stage gets challenged/gets declared as on “NOT OF STANDARD QUALITY” or otherwise by of appellant Lab, the lab should be liable to be penalized by forfeit of performance suitability or deemed initially for a period of not less than 02 year (or both deemed fit by TIA (JKMSCL).

6. In case Analytical Laboratory fails to furnish the report within the prescribed testing period, the liquidated damages shall be recovered on the basis of following percentage:-

- a) Delay in furnishing the report within the prescribed testing period with liquidated damages the Penalty shall be imposed @ 0.25% per day for everyday of delay subject to maximum 10%. Rest of Terms & Conditions shall remain same as per SPP.
- b) Penalty shall not be imposed if a claim with regard to submission of report is complete in all respects is not cleared by JKMSCL within a period of 60 days.
 - (i) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
 - (ii) The maximum amount of agreed liquidated damage shall be 10%.
 - (iii) Total Penalty period shall be up to 60 days from the last date of supply period, after which it shall be deemed as unexecuted furnishing of test report and shall attract penalty @20%.
 - (iv) The period for submission of report may be extended with or without liquidated damages. If the delay in the test report is on account of hindrances beyond the control of the Bidder/Lab, the extension in delivery period may be granted without Liquidated Damage.

15.CORRECTION OF ARITHMETIC ERRORS:-

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

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

16. Power of acceptance, rejection and withdrawal of the tender:

- a. The power for final acceptance of the tender would entirely vest with the Managing Director, JKMSCL, who reserves the right to accept and reject any or all tender without assigning any reason whatsoever. There is no obligation on part of the Managing Director / GM (TIA) to enter into any correspondence with unsuccessful bidders. After acceptance of the tender by Managing Director, JKMSCL, the bidder shall not have the right to withdraw the tender or claim higher price.
- b. Tender with incomplete information is liable for rejection.

17. SMALL GRIEVANCE

Small grievances regarding interpretation of any clause of the Contract / Agreement executed between the parties, shall be referred to Managing Director, JKMSCL for its clarification.

18. ARBITRATION

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

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

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

The other party shall, within thirty days of issuance of dispute notice issued under para 18.2.1, furnish:

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

Within thirty days of issuance of notice by any party pursuant to para 18.2.1 or para 18.2.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.

18.3 Dispute Resolution: Besides, as referred above in para 18.2.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.

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

Any person participating in a procurement process shall-

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

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

Any person participating in an empanelment process shall-

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

21. CONFLICT OF INTEREST:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

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

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them;
or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common

third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

22. Dispute Resolution:

i) In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding.

ii) In case the parties are aggrieved with the decision of Managing Director, he / she / they may refer the dispute for arbitration for which the arbitrator shall be appointed with the mutual consent of both the parties. The arbitration proceedings shall be governed by J&K Arbitration & Reconciliation Act.

iii) Any legal dispute shall be within the jurisdiction of Hon'ble High Court of Jammu/ Srinagar (J&K).

Note: Any condition(s) which may be left out in this tender document, the same condition(s) shall also constitute the part of this tender document as per its mention in SPP of JKMSCL.

General Manager
J&K Medical Supplies Corporation Ltd

Annexure –C

S.No.	Description of Work / Item(s)	Item Code	No. of Quantity
1	Inj. Rh - Erythropoetin 10000IU	402	1.00
2	Cap. Stavudine 40mg	1211	1.00
3	Paracetamol 250mg Suppository	1466A	1.00
4	Patch Fentanyl Transdermal 100mcg/Hr.	1467A	1.00
5	Injection Indocyanine green 25mg, 10ml ampoule	1509A	1.00
6	Injection Flupentixol deconate 20 mg/ml, 1ml ampoule	1491	1.00
7	Injection Pentamidine Isethionate 300mg, lyophilized, single dose vial	1496A	1.00
8	Injection Fluorescein 100mg/ml, 5ml ampoule	1508	1.00
9	Inj. Ketamine Hydrochloride 10mg/ml, 5ml Prefilled syringe	1265	1.00
10	Lignocaine Hydrochloride Topical cream 3% w/v , 30Gram Tube	1269	1.00
11	Triclofos Oral Solution 500/5ml, 30ml bottle	1270A	1.00
12	Diclofenac Transdermal Patch 200mg, 75sq. cm	1271	1.00
13	Inj. Flumazenil 0.1 mg/ml, 5ml vial	1286	1.00
14	Inj. Ephedrine Sulfate 50mg/ml, 1ml vial	1326A	1.00
15	Formaldehyde Solution 34%w/v, 500ml bottle	1341	1.00
16	Inj. Physostigmine 1mg/ml, 2ml ampoule	1362	1.00
17	Inj. Mivacurium Chloride 2mg/ml, 5ml vial	1363	1.00
18	Inj. Balanced Salt Solution Sterile Irrigating Solution, 500ml bottle	1365	1.00
19	Atropine sulphate eye Ointment 1% w/w, 5gram	1370	1.00
20	Nicotine Gum 2mg	1380A	1.00
21	Nicotine Gum 4mg	1381A	1.00
22	Nebulise Hypertonic Saline 3%, 4mlRespule	1396A	1.00
23	Capsule Glycopyrronium powder for inhalation 50mcg	1398	1.00
24	Inj. Vitamin A Palmitate 50000 IU/ml	1405A	1.00
25	Inj. Sodium Stibogluconate 100mg/ml	1433	1.00
26	Inj. Mitomycin-C 2mg, single dose vial	1442	1.00
27	Barium Sulfate Suspension 100% W/V, 450ml bottle	1451	1.00
28	Inj. Tetanus Antitoxin 1500IU, 5ml vial	1360A	1.00
29	Inj. Enalapril 1.25mg/ml, 1ml vial	1049	1.00
30	Cap. Nifedipine -SR 20mg	1050	1.00
31	Aerosol Spray Lidoocaine Hydrochloride Tropical 10%W/W, 100gram can	956A	1.00
32	Inj. Butorphanol 2mg/ml, 1ml vial	968	1.00

33	Capsule Activated Charcoal 250mg	980A	1.00
34	Inj. Methylene Blue 10mg/ml, 10ml vial	979A	1.00
35	Inj. Desferoxamine 500mg	1037A	1.00
36	Inj. Phenobarbital Sodium 130mg/ml	983A	1.00
37	Inj. Olanzapine 10mg/vial	1150	1.00
38	Inj. Zuclopenthixol Long action 200mg/ml	1154	1.00
39	Tab.Methadone 5 mg	1169A	1.00
40	Inj. Buprenorphine 0.3mg/ml	752	1.00
41	Cap. Didanosine Delayed Release 250mg	1205	1.00
42	Cap. Didanosine Delayed Release 400mg	1206	1.00
43	Tab. Zidovudine 100mg	1212	1.00
44	Tab. Palonosetron 0.5mg	1227	1.00
45	Inj. Dactinomycin 0.5mg	1237A	1.00
46	Inj. Iopromide injection 50% w/v, 240 mg I/mL	1247A	1.00
47	Diatrizoate Sodium Oral Contrast Solution, 100ml bottle	1248A	1.00
48	Inj. Recuronium 10mg/ml	1605	1.00
49	Inj. Flupentixol deconate 20mg/ml	1606	1.00
50	Inj. Decarbazine 500 mg	1608	1.00
51	Inj. Planosterone 0.25mg/5ml	1609	1.00
52	Inj. Influenza Vaccine (Trivalent) As Per The Guidelines Of WHO, 0.5ml PFS	923A	1.00
53	Tab Leucovorin Calcium 15mg	1231A	1.00
54	Cap. Stavudine 30mg	1210	1.00
55	Inj. Lorazipam 4mg/ml	1613	1.00
56	Ear/Eye Drop Each ml contains: Polymyxin-B Sulphate 5000IU + Chloramphenicol 4mg +Dexamethasone sodium Phosphate1mg, 5ml Lupolen vial	FDP-003	1.00
57	Cap Molnupiravir 200mg	1652	1.00
58	Inj. Amino Acid 10%w/v	1494A	1.00
59	Inj. Dexamethasone 4 Mg/ML, 2ml ampoule	AVM001	1.00
60	Inj. Iron sucrose 20 Mg/ML, 5ml Amp	803	1.00
61	Injection Ropivacaine 0.5%, 5mg/ml, 150mg/30ml	1465	1.00
62	Injection Granisetron 1mg/ml	1535A	1.00
63	Inj. Pneumococcal Vaccine, 0.5ml PFS	945A	1.00
64	Inj. Adenosine 6mg/2ml , 2ml Vial	413	1.00
65	Mometasone Nasal Spray 50mcg, 140MD	1135A	1.00
66	Cap. Leucovorin Calcium 15mg	1231B	1.00
67	Tab. Oxazepam 15mg	1162	1.00
68	Inj. Vincristine 1mg/ml	348	1.00
69	Inj. Remdesiver 100 mg	1468A	1.00

70	Linezolid 100mg/5ml for oral suspension with 25ml WFR, 30ml bottle	1307	1.00
71	Injection Methotrexate 25mg/ml, 1ml ampoule	1512	1.00
72	Gentian Violet Paint Solution 0.5% v/v, 10ml bottle	1519A	1.00
73	Injection L-Asparaginase 5000 IU	337A	1.00
74	Solution Hydrogen Peroxide 6%w/v, 100ml bottle	520	1.00
75	Inj. Rocuronium Bromide 10mg/ml , 10ml vial	1116	1.00
76	Inj. Ritodrine 10mg/ml, 5ml ampoule	1144	1.00
77	Injection Factor-VIII Inhibitor Bypassing Agent(FEIBA)1000IU	1478A	1.00
78	Tab. Bosentan 62.5mg	1059	1.00
79	Inj. Nitroglycerin 5mg/ml, 5ml vial	1039A	1.00
80	Injection Isoxsuprine 5mg/ml, 2ml ampoule	686	1.00
81	Injection Vinblastine 1mg/ml, 10ml vial	1499	1.00
82	Tab Propranolol 20mg	1479A	1.00
83	Sodium Hypochlorite Solution 6%, 5litre can	1346	1.00
84	Inj. Lipid emulsion 20% Intravenous infusion	414A	1.00
85	Inj. Hydroxycobalamin 1mg/ml , 1ml ampoule	1033A	1.00
86	Tab. Methyldopa 250mg	445	1.00
87	Tab. Nifedipine (SR) 20mg	1050A	1.00
88	Hydrogen peroxide solution 6%w/w, 500ml bottle	FDP-001	1.00
89	Bleaching Powder, 500gram pack	FDP-004	1.00
90	Silver Sulphadiazine Cream 1%W/W, 50gram tube	528	1.00
91	inj Heparin 25000IU , 5ml vial	373Ac	1.00
92	Cap Molnupiravir 200mg	1652	1.00
93	Tab. Tenofovir Disoproxil Fumarate 300mg	1656	1.00
94	Tab. Entecavir 0.5mg	1657	1.00
95	Tab. Entecavir 1mg	1658	1.00
96	Inj. Somatropin Biosynthetic-r-DNA origin(HGH), PFS, 15mg/1.5ml.	1659	1.00
97	Inj. Somatropin Biosynthetic-r-DNA origin(HGH), PFS, 10mg/1.5ml	1659	1.00
98	Biphasic Insulin Aspart 100U/ml (Mixture of Insulin aspart (30%)+ Insulin Aspart Protamine (70%), 3 ml penfill	1660	1.00
99	Insulin Aspart 100U/ml,3ml penfill	1661	1.00
100	Insulin Degludec 100U/ml, 3ml penfill.	1662	1.00
101	Insulin Degludec Aspart (70%Degludec and 30% Aspart)100U/ml, 3ml penfill.	1663	1.00
102	Tab. Semaglutide 3mg	1664	1.00
103	Tab. Semaglutide 7mg	1665	1.00

104	Tab. Semaglutide 14mg	1666	1.00
105	Tab. Dolutagravir 50mg.	1667	1.00
106	Tab. Tenofovir 300mg+Lamivudine 300mg	1668	1.00
107	Inj. Denosumab 120mg/ 1.7ml vial	1669	1.00
108	Inj. Trastuzumab 440mg	1670	1.00
109	Inj. Trastuzumab 150mg	1671	1.00
110	Inj. Bortezomib 2mg/vial	1672	1.00
111	Inj. Pneumococcalm Polysacharide Vaccine 23(PPSV-23), 25mcg/0.5ml PFS	1673	1.00
112	Inj. Omalizumb 150mg / 1ml PFS	1674	1.00
113	Topical Heparin solution 100IU/ml	1675	1.00
114	Spray Diclofenac Diethylamide 4.64% w/v	1676	1.00
115	Tab. Methyl Prednisolone 8mg	1633	1.00
116	Tab. Methyl Prednisolone 16mg	1634	1.00
117	Nasal Spray Methyl Cobalamine, 250mcg/spray, 2.3ml bottle(46 sprays)	1677	1.00
118	Inj. Colistimethate Sodium 2 Million IU	994A	1.00
119	Inj. Human Anti-D Immunoglobulin 300mcg, Pack	633A	1.00
120	Inj. Snake Venom Anti Serum Lypholized (Polyvalent Anti Snake Venum) , 10mlVial	641	1.00
121	Dried Factor Viii Concentrate Plasma Derived 1000 IU (Low Range)	391C	1.00
122	Dried Factor VIII Concentrate Plasma Derived 250 IU (Low Range)	391A	1.00
123	Dried Factor Viii Concentrate Plasma Derived 500 IU(Low Range)	391B	1.00
124	Injection Factor-Viii Inhibitor Bypassing Agent (FEIBA) 500IU	1478	1.00
125	Recombinant Third Generation Factor Viii (1000 IU) As Per WHF Standard Guidelines, Vial	949B	1.00
126	Recombinant Third Generation Factor Viii (500 IU) As Per WHF Standard Guidelines, Vial	949A	1.00
127	Inj. Glycine Irrigation Solution 1.5% w/v, 3000ml bottle	1401A	1.00
128	Ferrous Ascorbate Drops 10mg/ml ,15 ml Bottle.	1410AB	1.00
129	Inj. Recombinant Human Granulocyte Macrophage Colony Stimulating Factor(GMCSF)500mcg	1223	1.00
130	Inj. Filgrastim 300mcg (Recombinant Human Granulocyte Colony Stimulating Factor), 1ml vial	1242A	1.00
131	Inj. Caspofungin 50mg	1310	1.00
132	Inj. Immunoglobulin 10% , 100ml Bottle	1485	1.00

133	Inj. Immunoglobulin 5% 100ml Bottle	635A	1.00
134	Recombinant Factor VII-A 1mg, Vial	394A	1.00
135	Recombinant Third Generation Factor Viii (1500 IU) As Per WHF Standard Guidelines, Vial	949C	1.00
136	Recombinant Third Generation Factor Viii (250 IU) As Per WHF Standard Guidelines, Vial	949	1.00
137	Injection Vitamin D3(Cholecalciferol) (300000 IU), 1ml ampoule	1531A	1.00
138	Inj. Midazolam 5mg/ml, 10ml vial	1266A	1.00
139	Feracrylum Dressings,3% (10cmx10cm)	1452	1.00
140	Inj. Dexmedetomidine 200mcg/2ml , 2ml ampoule	1113	1.00
141	Inj. Palonosetron 0.25mg/5ml	1226	1.00
142	Inj. Benralizumb(Anti-IL-5) 30mg/ml PFS	1690	1.00
143	Tab. Abemaciclib-150mg	1691	1.00
144	Tab. Abemaciclib-200mg	1692	1.00
145	Inj. Ramucirumab-100mg,10ml vial,	1693	1.00
146	Inj. Ramucirumab-500mg,50ml vial,	1694	1.00
147	Inj. Docaravimub and Miromavimab1500IU/2.5ml vial(Anti-rabies monoclonal Antibody)	1695	1.00
148	Tab. Buprenorphine 2mg + Naloxone 0.5mg	1696	1.00
149	Tab. Tapentadol 50mg	1697	1.00
150	Tab. Tapentadol 100mg	1698	1.00
151	Tab. Clonidine 0.1mg	1699	1.00
152	Tab. Ibuprofen 400mg+ Chlorzoxazone 250mg	1700	1.00
153	Tab. Loperamide 2mg	1701	1.00
154	Tab. Lorazepam 2mg	1702	1.00
155	Inj. Lorazepam 2mg/ml, 1ml vial/ampoule	1703	1.00
156	Tab. Baclofen 20mg	1704	1.00
157	Tab. Tolperisone 150mg	1705	1.00
158	Tab. Gabapentin 100mg	1706	1.00
159	Tab. Flupirtine Maleate 400mg	1707	1.00
160	Tab. N-Acetylcysteine 600mg	1708	1.00
161	Tab.Zolpidem Tartrate 10mg	1709	1.00
162	Cap. Rifampicin 600mg	1710	1.00
163	Cap. Rifampicin 300mg	1711	1.00
164	Tab. Acamprosate 333mg	1712	1.00
165	Tab. Buprenorphine 0.4mg (Sublingual)	1714	1.00
166	Inj. Epirubicin 100mg/vial	1717	1.00
167	Inj.Cyclophosphamide 500mg/vial	1718	1.00
168	Inj. Bortezomib 2mg/vial	1719	1.00

169	Inj. Filgrastim 300mcg , 1ml PFS	1720	1.00
170	Inj. BCG 40mg/ml vial	1721	1.00
171	Inj.Pegfilgrastim 6mg/0.6ml PFS	1722	1.00
172	Inj.Fluorouracil 500mg, 10ml ampoule/ vial	1723	1.00
173	Inj.Fluorouracil 500mg, 100ml bottle	1723A	1.00
174	Inj. Biphasic Isophane Insulin 30/70 (30% Soluble Insulin And 70% Isophane Insulin) 40IU/ml , 10ml vial	1259	1.00
175	Inj. Isophane Insulin 40 IU/ml, 10ml Vial	597	1.00
176	Inj. Soluble Insulin 40IU/ml, 10ml Vial	598	1.00
177	Injection Labetalol Hydrochloride 5mg/ml, 20ml multi dose vial	1480	1.00
178	Inj. Methylcobalamine 1500mcg/2ml, 2 Ml Amp.	1191	1.00
179	Inj. Phytomenadione (Vitamin K1) 1mg/0.5ml, 0.5ml Amp.	1187A	1.00
180	Inj. Surfactant , 5ml Vial, Per Mg Of Phospholipids In The Pack	1459B	1.00
181	Inj. Valetamate Bromide 8 Mg/Ml, 1ml Amp	61	1.00
182	Injectin Fluphenazine 25mg, 1 Ml Amp.	1488A	1.00
183	Injection Zoledronic Acid 4mg, Per Vial	1502	1.00
184	Pilocarpine Eye Drops 2% W/V, 5 Ml Bottle.	664	1.00
185	Tab. Aripirazole 10mg	1615	1.00
186	Tab. Bupropion Extended Release 150 Mg	1165A	1.00
187	Tab. Clozepine 100mg	1156	1.00
188	Tab. Divalproax Sodium 500mg	163	1.00
189	Tab. Thiamine 100mg	811A	1.00
190	Tablet Erlotinib 150mg	1500	1.00
191	Irinotel inj.(irinotecan inj. 100mg/5ml)	899	1.00
192	Kemocarb inj.(carboplatin inj.ip 150mg/5ml)	351	1.00
193	Inj. Neosurf/surfactant alfa-protectant,3ml vial	1249	1.00
194	Fondaparinux sodium inj. Usp 2.5mg/0.5ml	1036	1.00
195	Emicizumab inj. 150mg/ml	AHD003	1.00
196	Emicizumab inj. 105mg/0.7ml	AHD004	1.00
197	Inj. Emicizumab 60mg/0.4ml	AHD002	1.00
198	Inj. Tenectapilase 40mg/Amp	1070	1.00
199	Travopost eye drop	660	1.00
200	Beractant Intratracheal Susp. 4ml	1460A	1.00
201	Cap. Deferiprone 500mg	ED001	1.00
202	Cholecalciferol Sachet Vitamin D3 (60,000 Iu Per Gm), Each Sachet Of 1gm	EDC04	1.00
203	Inj. Adrenaline 1 Mg/Ml, 1ml Amp	123	1.00

204	Inj. Amino Acid, 250 Ml Bottle	406	1.00
205	Inj. Amiodarone Hydrochloride 50mg/ML, Per Amp.	410A	1.00
206	Inj. Fentanyl Citrate 50mcg/ML, 2ml Amp	67	1.00
207	Inj. Ifosfamide 1gm	358	1.00
208	Inj. Irinotecan 100mg/5ml , Vial	899	1.00
209	Inj. Streptomycin 0.75gm , Vial	880	1.00
210	Injection Iohexol 350mg I/ML, 100ml Vial	1539	1.00
211	Instrument Disinfectant (Ortho Phthalaldehyde 0.55%) (Each 5 Litre Pack)	1453	1.00
212	Tab. Daclatasvir 60mg	1262	1.00
213	Inj. Enoxaparin Sodium 60mg/0.6ml, Per Prefilled Syringe Of 0.6ml	370A	1.00
214	Pemetrexed inj. 500mg, 100ml	1235	1.00
215	Cholecalciferol chewable tab. I.p 60000 iu	EDC02	1.00
216	Vasopressin inj. 20units / 1ml	1065	1.00
217	Acetylcysteine inj. Bp 20% w/v (mucolytic action) 10ml amp.	1399	1.00
218	AMIODARONE STERILE CONCENTRATE I.P 3ml	410	1.00
219	Diltiazem inj. I.p 5mg/ml, 5ml amp	1048	1.00
220	Triple Blood Bag (350ml.) (With Sagm), Per Bag	BB14	1.00
221	Triple Blood Bag (450ml.) (With Sagm), Per Bag	BB15	1.00

ANNEXURE-D

(On firm's letter head)

ANNUAL TURN OVER STATEMENT

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

S.No.	Financial Years	Turnover in Lakhs (Rs)
1.	2019-20	-
2.	2020-21	-
3.	2021-22	-
Total		- Rs. _____ Lakhs

Average gross annual turnover - Rs. _____ Lakhs

Date

Signature of the bidder
Auditor/Seal
Accountant

Signature of
Chartered

(Name & Address.)

Tel. No.

Mob. No.

UDIN:

ANNEXURE-E

PROFORMA FOR PERFORMANCE STATE MENT (for a period of last 3 years)

Name of the
Laboratory:.....
.....

Address:.....
.....

S NO	Types of Samples Analyzed	No. of Samples Analyzed during		
		2019-2020	2020-2021	2021-2022
01.	Surgical (Specify item names)			
02.	Sutures (Specify types)			
03.	Implants			
04.	Devices			

Date: ... /.../ 2022..

Signature:

(Name in Capital) Name of the Lab:

Office Seal :

Affidavit

(on Non Judicial Stamp of Rs.100/-)

DECLARATION FORM

1. I (Name of the Bidder) S/O_____, Age_____, resident of_____, am proprietor /Partner/Director having our office at_____and the approved

drug testing laboratory (Name)..... Situated at (Address)_____do hereby declare that I have carefully read all the conditions of BID of Jammu and Kashmir Medical Supplies Corporation .J&K, for the BIDs floated for empanelment of approved drugs testing laboratories for analysis of drugs and other items for the year 2021-23 and shall abide by all the conditions set forth therein.

2. I further declare that I possess valid approval for testing of all the drugs/surgical& sutures for which Price Bid have been submitted by me/us in Cover B and permission on Form 37 have been obtained for testing of these items from State Licensing Authority where ever applicable.

3. That the approval to test drugs/surgical & sutures have been obtained on Form 37 bearing No._____which is valid/renewed up to_____.

4. That the Bidder firm is a sole proprietorship/Partnership/Pvt. Ltd./ltd. firm and following are the details of proprietor/partners/directors:-

S.No. Name of proprietor/ Partner/Director Age Present & Permanent Address
Contact No.

That our laboratory/Firm/Company does not stand blacklisted /debarred or banned on any ground either by Bid Inviting Authority or Govt. of Jammu and Kashmir on the date of bid submission.

Our laboratory/Firm/Company also does not stand blacklisted, debarred or banned on the ground of wrong reporting of test results or on the ground of submission of fake or forged documents or false information / facts, by any (Affidavit Page-1) State or Central Government or by its central drug procurement agencies, on the date of bid submission for supply of drugs/medicines in India.

6. That I/we have carefully read all the conditions of bid in ref. **No. JKMSCL/ANALYTICAL TESTING LABS /2022/562.** for the empanelment of analytical

testing laboratories for the test and analysis of Surgical & Sutures for the year 2021-23 for Jammu and Kashmir Medical Supplies Corporation and accept all conditions of bid, including amendments if any.

7. I/ we hereby declare that:

a. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c. I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

d. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

e. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

8. Our complete address for communication with phone no.:- -----

9. Email address :- _____

10. Bank detail for e banking :Name of account holder Full
name of Bank with Branch A/c no. with full digits IFSC code
.....

(Deponent) Signature

Date:

Name of the Lab:

Office Seal:

Verification

I.....S/o.....(Designation)Prop/
Partner/Director of Lab M/s AddressAffirm on
oath that the contents/information from para 1 to 10 as mentioned above, are true &
correct to the best of my knowledge and nothing is hidden. I also declare on oath,
that if any information furnished by me as above is found wrong, false, forged or
fabricated; the Corporation will be at liberty to cancel the Bid and forfeiting the
earnest money deposit and or performance security, for which I shall be solely
responsible and the laboratory / firm may be Debarred/Banned/ prosecuted for the
same

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

DETAILS OF LABORATORY

1. Name of the Laboratory & Full Address:

Phone No (landline) :

Fax :

E-mail :

2. Other Branches & their Address (if any):

3. Whether the firm has its own manufacturing unit? : If yes give details of address, license number etc

4. Date of Start of testing of Drugs, Surgical & Sutures:

5. Approval No. & Date from any and Food Administration Organization:

6. Valid up to :

7. Schedule L-1 certificate its no. and date of issue:

8. (i) NABL Accreditation no. & date

(ii) Scope of Accreditation

(iii) Its validity.

10. Name of the authorized signatory of Lab:

11. Specimen Signature of the authorized Signatory of Lab:

12. Names & Specimen Signatures of the approved Technical Staff who are authorized to sign the test reports:

(1) (Name)
(Specimen
Signature)

(2) (Name)

(Specimen Signature)

ANNEXURE – H(1)

PERSONNEL IN QC DEPARTMENT

Name of the Technical Staff approved by State Licensing Authority	Designation	Qualification	Experience (Experience relevant to analysis of drugs/surgical/sutures)

Signature of Issuing Authority:

Date:

Name:

Designation:

Name of the Lab:

Office Seal:

ANNEXURE – H (2)

LIST OF IMPORTANT EQUIPMENT/INSTRUMENTS/APPARATUS AVAILABLE IN THE LAB

S.No	Name of the Equipment Instruments / Apparatus	Make & Description	Date of Installation	Date of last Validation	Approval for testing of drugs from State licensing Authority since.....

Signature with Name of Issuing Authority:

Date:

Designation:

Name of the Lab:

Office Seal:

ANNEXURE – H (3)

FACILITIES IN THE MICROBIOLOGICAL SECTION

I. LIST OF STOCK CULTURES AVAILABLE

II. LIST OF EQUIPMENT / APPARATUS AVAILABLE WITH DATE OF INSTALLATION, make and approval from State Licensing Authority to permit microbiological testing in the Lab.

Signature:

Name of the Lab:

Date:

Official Seal:

ANNEXURE – H (4)

**LIST OF REFERENCES SAMPLES ALONG WITH THEIR DATE OF PROCUREMENT
AND QUANTITIES, If required for any item.**

Signature with

Name:

Name of the Lab: Date:

Official

Seal:

ANNEXURE-I

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

AGREEMENT

This deed of agreement is made on this day of 2021 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(P&S) having its Corporate Head Office at **Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu** & Corporate Office Kashmir **Opposite State Motor Garages near Haj House Bemina, Srinagar** (herein after referred to as “First Party”(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract) and M/s represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the lab/ firm having its registered office at and its laboratory at (herein after referred to as “Second Party” (Suppliers) which term shall include its successor’s representatives, heirs, executors and administrators unless excluded by the contract). Whereas the (Second Party) have agreed to conduct tests for First Party (Purchaser), for **drugs, medicines, surgical & sutures for the year 2022-2023** with specifications mentioned in the

scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party has agreed to deposit performances security to first party, equivalent to Rs 50,000 as per terms & conditions of the tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the Second Party and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term “Agreement”, wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the e-bid for the empanelment of analytical testing laboratories for the test and analysis of **drugs, medicines, surgical & sutures for the year 2022-2023** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for **Twelve (12) months** period, extendable for another three (03) months with mutual consent) **JKMSCL/ANALYTICAL TESTING LABS /2021/562, dated 13-12-2022** and technical bid opened on - -2022 the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

2.1. The agreement is for the test and analysis of **drugs, medicines, surgical & sutures for the year 2022-2023**, by the Second Party (Suppliers) to the First Party (Purchaser), on terms and conditions set forth in the agreement.

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

2.3. The bid quantity noted against each item in the schedule attached hereto indicates only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause “2.2” above. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall conduct the tests of **drugs, medicines, surgical & sutures for the year 2022-2023** on the basis of requirement from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be tested.

2.4. The Second Party shall have no right/ query regarding testing against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for quality testing.

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

3. QUALITY TESTING ON THE RATE CONTRACT OF JKMSCL:

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

4. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

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

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

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

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

5. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, bidding or be of any effect what so ever.

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

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

8. SERVING OF NOTICE TO SUPPLIER

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

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

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

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

Authorized signatory of the
laboratory (Supplier)

Jammu & Kashmir Medical Supplies
Corporation Ltd (First Party)
Represented by

(Second Party)
(Signature, Name & full Address
with stamp

General Manager (P&S)/ JKMSCL
(Signature, Name & full Address
with Stamp)

Witness (Signature, Name &
Address)

1.

2.

Witness (Signature, Name &
Address)

1.

2.

ANNEXURE-J

(On Firm's letter head)

Memorandum of Appeal

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

Before the..... (appellate authority)

1. Particulars of appellant:

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

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

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

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

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

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

6. Ground of appeal:

.....
.....
.....
..... (supported by an affidavit)

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

Place

Dated

Appellant's signature

