

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

Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

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



JKMSCL

**E-BID FOR THE ANNUAL RATE CONTRACT FOR
SUPPLY OF MEDICINES & IV FLUIDS**

E BID FOR THE PROCUREMENT OF MEDICINES & IV FLUIDS

(Reference No: NIT/JKMSCL/Med-Fluids/2016/26

Dated: 16-07-2016

LAST DATE OF SUBMISSION OF ONLINE BIDS: 26 August 2016 upto 1600 hrs



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No:NIT/JKMSCL/Med-Fluids/2016/26

Dated:16-07-2016

NOTICE INVITING BID

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid and Financial bid) is invited for the finalization of Annual Rate Contract for the procurement of Medicines & IV Fluids from the original manufacturers/direct importers/authorized distributors/dealers of the manufacturers/direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmscl.nic.in, www.jkmsclbusiness.com, www.jkhealth.org&www.jknhm.com. The cost of the tender along with tender processing fee shall be deposited against the Demand Draft of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs. 5,000/- (Rupees five thousand only) as cost of tender & Rs.5,000/- (Five thousand only) as tender processing fee, drawn on any of the Scheduled/Nationalized bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.



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No.NIT/JKMSCL/Med-Fluids/2016/26

Dated: 16-07-2016

NOTICE INVITING BID (NIB)

1. e-bid under two covers are invited from JKMSCL empanelled/ registered Manufacturers/ Direct Importers/ Authorized distributors/ dealers/ Suppliers by Jammu and Kashmir Medical Supplies Corporation Limited, 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar/ 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu J&K-180001, for finalization of Annual Rate Contract for the procurement of Medicines & IV Fluids.

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

Date of Pre Bid	Receipt of representation	Last Date of downloading of Bid document	Last Date of Uploading of Bid	Date of Opening of Technical bid
1	2	3	4	5
05.08.2016	28.07.2016	26.08.2016	26.08.2016	27.08.2016

3. A Pre-Bid Meeting shall be held as per column No. 1 of the above schedule at **1100 Hrs on 05-08-2016** in the **Conference Hall of JKMSCL Corporate Office, 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar & Corporate Office Jammu, 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, (J&K)-180001** to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes, (if required), in bid conditions shall be done tentatively within two days. **Bid should be submitted through e-portal only after Pre-Bid meeting including all the Clarifications/Modifications/ Amendments.** Corrigendum issued shall be form integral part of terms & conditions of Bid, which shall be duly signed and attached with bid document by the bidder.

4. The Bid is for a Rate Contract.

5. Price preference to the SSI Units of J&K State as per provisions shall be admissible only in evaluation and award of Contract. **However, no concession shall be available for the average annual turnover fixed by JKMSCL.**

6. Detailed particulars of the (list of) Medicines & IV Fluids & bid documents may be downloaded from J&K Govt. e-tendering portal www.jktenders.gov.in or JKMSCL website: www.jkmsclbusiness.com ; www.jkhealth.org.in ; www.jknrh.com.

- 7 The bid shall only be submitted through e-procurement portal of J&K Government i.e. **www.jktenders.gov.in**. **Bids shall not be accepted in physical form in any condition.**
8. An amount of Rs. 10,000/- (Rupees Ten thousand only), comprising of cost of Bid document as Rs.5000.00(Rupees five thousand only) & Bid Processing fee as Rs.5000/- (Five thousand only) in shape of demand draft and EMD of Rs.1,00,000/- (Rupees One lac only),should be submitted in the form of FDR drawn at any of the scheduled / Nationalized Bank in favour of FA/Chief Accounts Officer JKMSCL payable at Jammu / Srinagar physically / personally or through Registered post at the office of M.D, JKMSCL, Jammu one day prior to opening of the technical bid. JKMSCL shall not be responsible for any postal delays and therefore, the bidders should ensure that they upload their bids and submit the financial instruments well in advance from the last date for bid submission. The bidders shall submit/upload scanned copies of all the Demand Drafts (for tender charges and EMD instrument) in Technical Bid (Cover-A).
- 9. Demand Draft(s) received after the specified time and date shall not be accepted and the bid shall be rejected.**
10. The technical bids shall be opened at Srinagar Corporate Office of JKMSCL **on 27.08.2016** in the presence of the Bidders or their representatives who may wish to be present.
11. The JKMSCL is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. The Bidders shall have to submit a valid latest 'VAT' clearance certificate (Latest) from the concerned Commercial Taxes Officer and the latest Income Tax Return (Assessment year 2015-16) along with attested copy of 'PAN' Card.
13. It is clarified that the information required in bidding document should be submitted only in Annexures (A to Z) without any change or modification in its formats. Bids submitted with changed or modified Annexures / format shall be rejected.
14. No queries / representations shall be entertained after the pre-bid meeting.
- 15. The bidders who are registered with the JKMSCL needs not to attach documents with Technical bid which they have already submitted at the time of their Registration. Only the documents wherever the validity of the submitted documents has expired shall be uploaded in the technical bid.**
- 16. Those firms/dealers who are already registered under group Medicines & IV Fluids with JKMSCL need not to get registered again.**

Note:If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same shall be uploaded on the J&K Govt. tender portal www.jktenders.gov.in; JKMSCL website: www.jkmscl.nic.in; www.jkmsclbusiness.com, www.jkhealth.org.in; www.jknrh.com but shall not be published in any newspapers / journal. In case any inconvenience is felt, please contact on telephone number i.e. 0191- 2580482 or queries may be e-mailed on address "enquiryjkmscl@gmail.com& jkmsclj@gmail.com.

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd

INSTRUCTIONS TO BIDDERS

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

1. **Only firms registered with JKMSCL are allowed to participate in the tendering process. The registration of the bidders / manufacturers / dealers shall be carried in the Corporate Offices of JKMSCL i.e. 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar / 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu J&K-180001, as per the details mentioned in Annexure "R". The registration shall close seven days prior to the opening of Technical Bid.**
2. Do not submit Bid if the turnover of the firm is less than **Rs. 50.00 Crores & Rs. 1.00 crore in case of Disinfectant fluids**. The turnover should be as per bid conditions.
3. **Do not quote the products manufactured on Loan license basis.**
4. Certificates/Licenses/Documents, which are required, should be complete and updated.
5. Cost of Tender document, Bid processing fees and Bid Security (EMD) should be submitted separately for each Bid and are **Non-refundable, except EMD**.
6. Bid must be as per Terms & Conditions & submitted properly mentioning serial numbers i.e Technical Bid in Cover-A & Financial Bid (BOQ) in Cover-B through e-procurement portal.
7. No Bid shall be received in the shape of hard copy and Demand draft(s) /Financial Instrument received after prescribed date and time shall not be considered.
8. A Pre-Bid Meeting shall be held at 1100 Hrs on **05-08-2016** in the **Conference Hall of JKMSCL Corporate Office, 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar& Corporate Office Jammu, 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, (J&K)-180001**,to clarify the issues and to answer the quarries on any matter that may be raised at that time of pre-bid in reference to tender. **The issues to be raised during pre-bid meeting should be referred by the bidder to MD, JKMSCL / GM (Adm), JKMSCL, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized.** Representation regarding issues and quarries which are discussed in pre bid meeting shall be submitted within two days after pre bid. Representation received after two days of pre bid shall not be considered. Necessary Corrigendum / Modification / Clarification in the bid and specification(s), if required, shall be issued tentatively on seventh day after pre-bid meeting. Please note that bids should be submitted after Pre-Bid meeting incorporating the Corrigendum/ Modification/ Clarification, if any.
9. In case you are given any assurance of any advantage in JKMSCL, by anybody or if you are directly or indirectly threaten or intimated of harming your bidding & subsequent work in JKMSCL, please inform immediately about the same to MD, JKMSCL or GM (Adm) in writing. The complaint should accompany with evidence of such unfair activity of such person(s) so that action can be taken against such person(s)/institution(s) and their details can be put on the website.

10. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize one agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, by pledge before the Notary.
 - 10.1 Authorization pledged before the Notary should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
 - 10.2. Manufacturer / Importer should not authorize local dealer / supplier / agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
 - 10.3 The Original Manufacturer/ Direct Importer can authorized only one agent/dealer/supplier for JKMSCL. In case the Firm/ Manufacturer/Importer authorizes more than one dealer /supplier to represent the original Manufacturer/ Importer for bidding/ raising invoice/ receiving payments etc. the bid submitted by/on behalf of Manufacturer/ Importer shall be rejected.
 - 10.4 The Manufacturer/Direct Importer and Authorized Agent/ dealer shall have to enter into tripartite agreement with JKMSCL in reference to 10.1 to 10.3 above.
11. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
12. The declaration of technical bid in respect of responsive/non responsive bidder shall be uploaded on websites www.jkmscl.nic.in, www.jktenders.gov.in, www.jkhealth.org.in; www.jknhm.com. Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
13. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/ delayed supply shall not be entertained.
14. For proprietary drugs the firms needs to attach proprietary certificate from the competent authority i.e. Drug Controller General of India (DCGI). No other declaration/ certificate on letter head of the company shall be entertained.

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd



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(Bid form is non-transferable)

BID FORM FOR RATE CONTRACT OF MEDICINES & IV FLUIDS

BID REFERENCE No. NIT/JKMSCL/Med-Fluids/2016/26

Dated: 16-07-2016

1. Date and time of publishing the bid : 26 -07- 2016 0800Hrs.
2. Start date and time for download the bid document : 26 -07- 2016 1000 Hrs
3. Last date and time for download the bid document : 26-08- 2016 1600 Hrs
4. Clarification Start date : 28 -07- 2016 1200 Hrs
5. Clarification end date : 09 -08- 2016 1600 Hrs
6. Pre bid meeting : 05 -08- 2016 1400 Hrs
7. Start date and time for submission of online bids : 26 -07-2016 1000 Hrs
8. Last date and time for submission of online bids : 26 -08- 2016 1600 Hrs
9. Date and time for online opening of technical bids : 27 -08- 2016 1100 Hrs
10. Last date and time for registration : 21 -08- 2016 1600 Hrs
11. **PLACE OF OPENING OF BIDS** : Conference Hall, JKMSCL; 121, Green Avenue, Hyderpora (Opp. Al-Farooq Masjid, Hyderpora, Srinagar; (J&K)
12. **Cost of Tender Document** : 5000/- (₹ 100/- for SSI Units of J&K State only)
13. **Tender Processing Fee** : 5000/-
Note: Tender Cost and Tender Processing Fee can be submitted in the form of Single Demand Draft of ₹ 10000/- for General Category and ₹ 5100/- for SSI Units of J&K State).
14. **Bid Security (EMD)** :
 - i. Minimum Rs 1,00,000/-
 - ii. For SSI units of J&K state registered with DIC for the Items quoted for, shall be Rs 5,000/- only)
15. **ADDRESS FOR COMMUNICATION:** **Managing Director or General Manager J/ K**
J&K Medical Supplies Corporation Ltd,
Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu
Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

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 invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Annual Rate Contract Cum Supply of Medicines & IV Fluids, have agreed to abide by all the Terms & Conditions set forth therein.

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

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

S.No	Item	Page No.
1	Bid security Con. No. 5 (i) & 11 (Through FDR/CDR)	
2	Bid / Tender charges (Incl. Tender processing fee)	
3	Notary attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit. (Annexure-X) / Latest Existence certificate issued by the competent authority.	
4	Copy of Central Excise Registration , if applicable	
5	Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted. Clause 5(vi)	
6	Non Conviction Certificate issued by the Drugs Controller Clause 5(viii)	
7	Good Manufacturing Practices Certificate Clause 5(ix)	
8	Product permission of quoted Products/ Import License. Clause 5(x)	
9	Proforma for Performance Statement Clause 5(xi)(Annexure-F)	
10	Market Standing Certificate issued by the Licensing Authority. Not Less than Three Years. Clause 5xii)	
11	Notary attested Photocopy of Import Export Certificate and Permission/Authorization for sale from the foreign principal manufacturer (Authorization Letter of Principal Company con. No. 5 (iv)	
12	Acknowledgement of EM-II for SSI Units of J&K from Industries Dept Con. No. 5(ii,a)	
13	Average Annual turnover statement for past 3 years certified by C.A. 5 (xiii) (Annexure-G)	
14	(A) Latest VAT Clearance Certificate (up to dated 31.03.16). Con. No. 5 (xvi)Annexure: D	
15	Balance sheet & P/L Accounts Statements for the last three years Clause 5(xiv)	

16	Copy of the PAN Card along with latest Income Tax Return	
17	Declaration Form cum Check List Annexure- A	
18	Declaration on Non-Judicial Stamp Paper of Rs. 10/ regarding complying with bid terms and conditions (Annexure-J) in lieu of acceptance of terms & conditions.	
20	Corrigendum/modification/clarification uploaded with bid document (if applicable)	
21	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	1.....(Name & Signature) 2..... 3.....
22	Documentary evidence for the constitutions of the company / concern	
23	The instruments such as power of attorney, resolution of board etc.	
24	Annexure-H (Undertaking for embossment of logo)	
25	Declaration Form in Annexure-E	
26	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, ANNEXURE :S	
27	Details of Manufacturing Unit in Annexure-N	
28	Details of Technical personnel employed in the manufacture and testing	
29.	Declaration regarding financial bid , Annexure I	
30.	Declaration regarding blacklisting Annexure :M	
31	Declaration regarding No/wrong Information given , Annexure :L	
32.	Declaration regarding Sale Price Annexure: T	
33.	Details of Locations of all warehouses Annexure :U	
34.	Details Of Manufacturer/ Direct Importer Annexure V	
35.	Letter of authorization Annexure: W	

Date

Name and Signature of Bidder with seal

Note: The documents submitted at the time of registration of firm need not to be re-submitted. Only the documents, wherever the validity of the submitted documents has expired shall be uploaded in the technical bid.

The Annexure K, P,Q, Z, are required to be submitted after the finalization of contract.

TERMS & CONDITIONS OF BID AND RATE CONTRACT

N.B:-BIDDERS SHOULD READ TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE UPLOADING THEIR TENDERS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS, CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER NOTICE, HE SHOULD REFER THESE TO THE MANAGING DIRECTOR, JKMSCL OR GM (ADM), JAMMU & KASHMIR MEDICAL SUPPLIES CORPORATION LTD, BEFORE SUBMITTING BID(S) AND OBTAIN CLARIFICATIONS ON OR **BEFORE 09-08-2016** THE DECISION OF THE MD, JKMSCL SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

A. General terms & conditions:-

1. E-Tender shall have to be downloaded by or before **26-08-2016** up to 1600 hrs as per schedule (Col No 3) on JK portal www.jktenders.gov.in for finalization of Annual Rate contract for the Supply of Medicines & IV Fluids for a period of 12 months.
2. The Manufacturer(s) / direct Importers / SSI units of J&K State with an Average Annual Turnover of Rs. 50.00 Crores, for the last three financial years, (in case of Disinfectant Fluid turnover is Rs. 01.00 crore) shall be eligible to participate in the bid. Supplies shall be affected directly by the Manufacturers, direct Importers, besides through Authorized Agent/ Distributer(s) / Suppliers, as per clause 3.1 & 3.2 of General terms & conditions. Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.
3. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, be notarized.
 - 3.1. Notarized Authorization, as given at clause 3; should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
 - 3.2. Manufacturer/Importer should not authorize local dealer/supplier/agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
 - 3.3. In case of authorized agent/ supplier/ dealer, the original manufacturer/ direct importer, authorized agent/ dealer shall have to enter into tri- partite agreement with JKMSCL, as given in **Annexure Q**.
 - 3.4. Original manufacturer/ direct importer can nominate/ authorize only one dealer/ agent/ facilitator for the corporation for the whole J&K. Authorization to more than one dealer/ agent/ facilitator shall lead to rejection/ cancellation of bid/ rate contract.
 - 3.5. In case of authorized agent/ dealer for quoting rates, negotiate, raising invoice and receiving payments on behalf of Original Manufacturer/ Direct Importer, payments shall be made as per Clause 19.
4. Bids shall have to be submitted / uploaded on J&K State tender portal, www.jktenders.gov.in only. No bids shall be accepted in physical form as hard copy, except the financial instruments.

5. The Bidder should submit along with the bids the following certificates for the items Bids:-

- (i) Tender / Tender Charges of Rs.10,000.00 (Rupees Ten thousand only) including Tender processing fee in the form of Demand Draft shall have to be deposited only in original to the Corporate Office at Jammu before the date of submission of the bid, whereas, EMD as applicable in bid condition, may be deposited in the form of FDR/ CDR, pledged to Chief Accounts Officer, Jammu and Kashmir Medical Supplies Corporation Ltd., payable at Jammu / Srinagar (J&K) in separate envelopes. However, the scanned copy of all the Demand Drafts / FDR/CDR shall have to be uploaded along with Technical Bid, (Cover-A).
- (ii) (a) Duly attested photocopy of Acknowledgement of EM-II Memorandum / IEM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed upto date.
(b) For the Production Capacity and the quality control measures installed at the production unit
(c) Latest existence certificate to be issued by the competent authority.
- (iii) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central Excise Act.
- (iv) In case of imported items notary attested photocopy of import license & license for sales issued by concerning licensing authority/ Authorization by Foreign Principal, if applicable. The bidder should furnish notary attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the bid. The license must have been duly renewed / valid upto date and the items quoted shall be clearly highlighted in the license.
- (v) Duly notarized copy of Acknowledgement of EM-II issued by District Industrial Center (DIC), under price preference to Small Scale Industries of Jammu & Kashmir.
- (vi) Duly notarized copy of valid Drug License for the product duly approved by the Licensing Authority for each and every product quoted.
- (vii) Bidder should have a valid **FFS Certificate** if they are Tendering for Eye & Ear drop / I.V. Fluids.
- (viii) Notarized copy of Non Conviction Certificate issued by the Drugs Controller
- (ix) Notarized copy of Good Manufacturing Practices Certificate.
- (x) Notarized copy of Product permission of quoted Products/ Import License.
- (xi) Proforma for Performance Statement (Annexure-F).
- (xii) Market Standing Certificate issued by the Licensing Authority (Not Less than Three Years).
- (xiii) Average Annual Turnover statement for past three financial years verified by the C.A. and notary public attested.
- (xiv) Copies of Audited Balance Sheet & Profit & Loss statement certified by the Auditor for the last three FY(2013-14, 2014-15 & 2015-16), if asked for.
- (xvi) Duly notarized copy of latest Sales Tax clearance certificate (upto 31.03.2016) from the Commercial Tax Officer of the circle concerned from where supplies will be affected shall be submitted.

(xvii) The concern/company/firm has not been banned/Debarred for the quoted article(s) by Bid Inviting Authority or Govt. of J&K or by any Corporation or NGO or by any other State/Central Govt. agencies.

Please note: -Bid submitted for the quoted article(s) for which the Firm/Company has been banned/debarred / black listed either by Bid Inviting Authority or Govt. of J&K or by any Corporation or by any other State/Central Govt. agencies shall be considered as non responsive. This also applies to the firm / company for its allied / sister firms and units.

(xviii) The concern/company/firm has not been banned/debarred either by Bid Inviting Authority or Govt. of Jammu and Kashmir or any Corporation or by any other State / Central Government agency, on the date of bid submission.

(xix) The signed scanned copy of Annexure J in acceptance of terms and conditions.

NOTE:

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission. **Un-attested/ Un-notarized copies of such documents shall not be considered valid.**
 - (B) All attested document must be submitted in English language. If the documents are not in English, they should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
 - (C) Other than Sales tax clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
 - (D) The point of supply within the state of Jammu & Kashmir or out of J&K state should be specified.
 - (E) Tender will be liable for outright rejection if:-
 - (i) Any rates are disclosed in cover (A).
 - (ii) Any discounts / special offers are made in cover (A)
 - (F) If any of the above cited item(s) /certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.
6. Financial Bid duly filled as per **Annexure-"O"** giving the rates for Quoted items should be submitted through portal www.jktenders.gov.in(**only on BOQ**).It should notbe disclosed in **Technical bid**.

NOTE:

- (A) **VAT or CST** should be mentioned clearly &separately.
 - (B) If the **VAT or CST** is exempted it should be specified in **Annexure 'O'**.
 - (C) The bidder who has quoted excise tax "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
7. **The required financial instruments (Bid/ Tender charges, Bid Security) shall be submitted** through DD only (For EMD only FDR / CDR shall also be accepted). Technical bid shall be opened in the presence of Bidder, who chooses to be present. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.

8. (i) In event of Bid being submitted by proprietary firm, tender must be signed by sole proprietor. In event of a partnership firm, tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the bid must be signed by authorized signatory as the manner laid in the Articles of Association.
- (ii) Any change in the Constitution of the Firm / Company shall be notified forth with by the contractor in writing to the MD, JKMSCL and such change shall not relieve any former member of the Firm / Company from the liability under the contract. No new partner /partners shall be accepted in the Firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions and submit with the MD, JKMSCL, Jammu & Kashmir Medical Supplies Corporation Ltd. a written agreement to this effect. The contractor's receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge any of the purposes of the contract.
9. The Bidder shall sign the bid for match each page and at the end shall upload **Annexure J** in token of acceptance of all the terms and conditions of the Bidder and then scanned copy be uploaded on e-portal except BOQ (**Annexure-O**).

10. BID SECURITY:

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

11. FORFEITURE OF BID SECURITY:-

The bid security will be forfeited in the following cases:

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

12. GUARANTEE CLAUSE:-

- (i) The Bidder would give guarantee that the items would continue to conform to the description and

quality from the date of delivery of the said items to be purchased and notwithstanding the fact that the purchaser may have inspected and or approved the said items if during the guarantee period as per quality standard, the said items be discovered not to conform to the description and quality as aforesaid / or have determined and the decision of the purchase officer /TIA,JKMSCL in that behalf shall be final and conclusive. The purchase i.e JKMSCL will be entitle to reject the said items or such portion thereof as may be discovered not to Conform to the said description and quality, on such rejection, the items will be at the sellers risk and all the provisions relating to rejection/barred of items, etc., shall apply.

13. MARKING

All the items should bear "**JKMSCL HOSPITAL SUPPLY(2016-17)–NOT FOR SALE**"(in cyan blue colour background, developed after mixing of cyan blue and yellow colour in the ratio of 50% and 15% respectively) as mentioned in supply order in English on each without which the supply will not be entertained. Incase, any item supplied by the approved firm(s) does not conform to the required standard, the payment thereof, if received by the supplier shall have to be refunded to Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test, where ever applicable. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under rules.

14. RATES AND COMPARISON OF RATES:

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

- (i) Comparison of Rates:-In comparing the rates tendered by firm claiming the price preference operating in the state of J&K and those of other firms / companies not entitled to Price Preference, the element of Sales Tax shall be excluded.
- (ii) Delivery should be given as directed by M.D., Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar at different place in the State of Jammu and Kashmir and rate must be quoted accordingly; the Corporation will not pay any extra carriage or transportation charges.
- (iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including VAT/ CST/ any other tax applicable, transit insurance and any other levies or duties etc. charge on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) Excise duty or surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately in col. 7of the Financial Bid (**Annexure- O**). In the event of any subsequent variation (increase or decrease) in excise duty by the government the same will be modified accordingly.
- (v) The rates should be confined as far as possible to the packing units mentioned in the BOQ and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected. If the prices of items found same from two or more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by JKMSCL.

- (vi) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates. Element of the J&K State VAT or CST or Central Sales Tax should be mentioned separately.
- (vii) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (viii) (A) No paper should be detached from the tender form.
(B) The Bidder should read carefully every page of the bid form & terms & conditions (Annexure B) and shall upload **Annexure J** in token of his acceptance of all the Terms & Conditions of the bid. Non submission of **Annexure J** shall render the bid to be rejected.
- (ix) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

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

15. SECURITY DEPOSIT & AGREEMENT:

- (i) All firms whose offers are accepted will have to deposit a **security deposit equivalent to 5% of contract awarded for each item** in favor of Jammu and Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar at the time of agreement. The Security Deposit shall be deposited in the form of Bank Guarantee/ CDR/ FDR; pledged to Chief Accounts Officer JKMSCL.
- (ii) The supply orders shall only be placed after deposition of appropriate amount of Security Deposit and its adjustment orders by the Corporation.
- (iii) The Corporation will pay no interest on security deposit/Earnest money deposit.
- (iv) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. 100/- in the prescribed form with the M.D, Jammu and Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender is communicated to him. However, M.D. JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder. The validity of rate contract under this agreement shall be for a period of twelve months from the day of issuance of offer letter (acceptance of rate offer). However, the validity of rate contract can further be extended on the same rate, terms and conditions for the period not exceeding three months by the mutual consent of both the parties.
- (v) The Bidder shall furnish the following documents at the time of execution of Agreement:-
 - (i) Attested copy of Partnership Deed in case of Partnership Firms.
 - (ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - (iii) Address of residence and office, telephone numbers in case of sole Proprietorship.
 - (iv) Registration issued by Registrar of Companies in case of Company.

- (v) The Corporation can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by JKMSCL, but not exceeding six months, for which the Bidder will have to abide.
- (vi) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of Security Deposit shall be liable to forfeiture in full or part by JKMSCL and decision MD, JKMSCL shall be final.
- (vii) The rate contract cum supply can be repudiated at any time by the M.D., JKMSCL if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, M.D, JKMSCL may terminate agreement of rate contract at any time without notice/intimation to Bidder/ firm/company in public interest.

16. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL/GM (Adm)JKMSCL through registered post/ e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries. **The supplying firms will execute all orders within 60days for Indian and 90 days for imported items.**
- (ii) The consignee for supplies shall be the M.D / GM (Adm), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the state of Jammu and Kashmir.
- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment as per Annexure – F may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be consider by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10 th of each month to the department.
- (v) The quantity indicated in the tender/BOQ are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the BOQ do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the BOQ and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non-supply on the quantity indented.
- (vii) Price Preference: Upto 15% price preference to be given to SSI units on landed cost. Further, few safeguards added in the procedure to ensure that the SSI units are not forced to accept rates below the quoted rates, if within 15% of the lowest outside bid.

17. SUPPLY CONDITIONS:

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder(s). Supplies of Drugs, Medicines and IV Fluids shall initially be for 10 (Ten) Districts Drug Warehouses of JKMSCL (05 in Jammu Division, 04 in Kashmir Division & 01 in Leh) and shall be specified in respective Purchase Order(s), which may get expanded up to 22 numbers during the contract period.
2. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the Purchase Order.
3. **Shelf Life:** The remaining shelf life of the drugs at the time of delivery should be not less than $\frac{3}{4}$ of the labeled shelf life.
4. **Quality Assurance:** The Supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per GMP included in Schedule M of Drugs & Cosmetics Rules. The protocols of the test should include the requirements given in I.P for tablets / capsules and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report (Certificate of Analysis- CoA) for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs shall not be entertained and shall be returned back to the supplier and he/ she is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.
5. The Medicines and IV Fluids supplied by the successful bidder must have minimum active ingredient of 95% and with upper limits as prescribed in the relevant official pharmacopoeias throughout the shelf life of these products and shall comply with the specification, stipulations and conditions specified in the Bid document.
6. If supplies are not fully completed in prescribed period from the date of purchase order (90 days for imported drugs), the provisions of liquidated damages of Bid conditions will come into force. The supplier should supply the drugs at the Ware house (destination) specified in the purchase order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transport charges will be recovered from the supplier by deducting the requisite amount from the payments to be made to the supplier.
7. If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase Orders, then the supplier will become ineligible to participate in any of the Bids for particular items of drugs/medicines/fluids for a period of one year in

the immediately succeeding year. Further, the Performance Security Deposit of the supplier shall be forfeited.

8. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines, for which the Purchase orders have been placed, from any other **sources (such as Public Sector Undertakings at their rates, empanelled bidders, or other bidders who have technically qualified in the bid)** or from the open market or from any other Bidder who might have quoted higher rates, entirely at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default and forfeiting the PSD.
9. In case of default as at S.No. 8 above, the order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer- forfeiture of the performance security deposit and shall invite other penal action like blacklisting/Debaring/ disqualification from participating in future Bids of Bid Inviting Authority.
10. It shall be the responsibility of the supplier to account for any shortage/ damage at the time of receipt of the ordered products at the designated places and to make good the losses on his own, failing which punitive action including cancelling the contract and forfeiting the PSD can be considered by the TIA.
11. 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 Bid Inviting Authority in any trade or business or transactions, nor shall give or promise to give or pay any such officers, subordinates or servants directly or indirectly any money or other considerations under garb 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 Bidder Inviting Authority.
12. If the supplier or any approved items gets debarred/ banned/blacklisted in any of the states of the country after entering into agreement with JKMSCL, it shall be the responsibility of the supplier to inform JKMSCL without any delay about the same.

18. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

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

(b) Submission of Contract Completion Report:-

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

19. TERMS OF PAYMENT:-

1. No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and Analytical Laboratory Test Report regarding quality, the payment would be made within next 30 days.
3. The in-charge of District Drug Warehouse (DDW) shall acknowledge the drugs received & ensure entry in respective records (in e-Aushdhi software online: when commissioned).
4. All bills/ Invoices should be raised in triplicate and in the case of excisable Medicines & Fluids, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW.
 - a. In house test report of drug (CoA).
 - b. The challan /invoice copy pertaining to DDW (refer clause- 2(a) under Chapter- Eligibility Conditions)
- c. In case supplies are made, invoice is raised/ payments are being received by the authorized agent/ dealer/ supplier on behalf of Original Manufacturer/ Importer; the invoice shall have to attached with the delivery challan in original, prepared/ issued by the manufacturer/importer for the said consignment/ lort manufactured for JKMSCL.

NB:- JKMSCL shall have right to enquire/ call the original manufacturer/ direct importer for authenticating the mode of supply/ delivery challan issued for the said consignment before making final payment.
5. Payments for supply will be considered only after the receipt of 60% of items of Drugs ordered in the Purchase Order. However, the payment will be released only for the quantity in receipt, provided, the quality test report from approved test laboratories of JKMSCL has been received and found as of "STANDARD QUALITY".
6. 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 ordering authority of JKMSCL immediately about it. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

In case the price of a drug fixed by National Pharmaceutical Pricing Authority NPPA (Government of

India) under applicable Drug Price Control Order (DPCO) or rates fixed by the other National Premier Health Institutes or other State Government or their procuring agencies across India is less than JKMSCL contract price, the supplier shall be bound to make the supplies of such items at lowest price fixed within the Union of India.

6. In case of any enhancement in Excise Duty due to notification of the Govt. after the date of submission of Bids and during the Bid period, the quantum of additional excise duty so levied will be allowed to be
7. Charged extra as a separate item without any change in the basis of the price structure price of the Drugs approved under Bid. For claiming the additional cost on account of the Increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly, if there is any reduction in the rate of essential drug, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of essential Drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.
8. In case of successful bidder has been enjoying excise duty exemption on any criteria of Turn over etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.

20. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply:-
 - (a) Delay up to one-fourth period of the prescribed Delivery Period - 2.5%
 - (b) Delay exceeding one-fourth but not exceeding half of the prescribed delivery period - 5%
 - (c) Delay exceeding half but not exceeding three-fourth of the prescribed delivery period - 7.5%
 - (d) Delay exceeding three-fourth of the prescribed period - 10%
- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D, JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL.
- (vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.

- (viii) If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approved from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders within fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).

21. RECOVERIES:-

- (i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with Corporation. In case recovery is not possible, recourse will be taken under law in force.
- (ii) Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the corporation can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., JKMSCL, J&K regarding authenticity of sum payable shall be final.

22. INSPECTION:-

- i) The items will be supplied according to specifications provided at Annexure 'C' and shall be inspected by the agency/ committee/ Technical Panel as mentioned in the supply order or amended thereafter by competent authority. The supplier shall provide all facilities for inspection / demonstration/ testing free of cost.
- ii) Notwithstanding the fact that the authorized inspecting agency/ committee had inspected and/or has approved the stores/articles at the work of the manufacturer or at the supply point, the purchase officer or his duly authorized Expert, shall inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.
- (iii) In case of doubts in any specific test (where ever applicable), same may be got conducted in any laboratory as per guidelines issued by rate contract concluding authority. If the material is found below specification or defective, it will not be accepted and shall notify the defects to the firm and inspecting agency within 15 days. He shall also simultaneously ask the firm for removal of defect / replacement or refund of its cost as the case may be. The firm shall be bound to replace the

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

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

23. (a) PACKING & INSURANCE:

- (i) The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the department shall not be required to pay any such charges, if incurred
- (ii) The firm shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Purchase Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking / inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so like, Packing, cases, containers and other allied material if any shall be supplied free, except where otherwise specified by the firm(s) and agreed by the corporation and the same shall not be returned to him.

(b) PACKING SPECIFICATIONS:

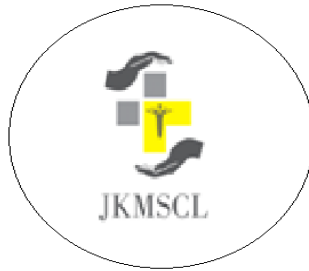
Logogram means, wherever the context occurs, the design as specified below:

(a) DESIGNS FOR LOGOGRAM

INJECTIONS:

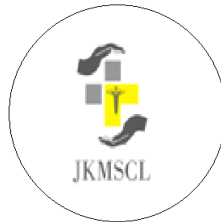
a) Ampoule:

Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words “**JKMSCL Hospital Supply (2016-17) - Not for Sale, QC- Passed**” (in cyan blue colour background) overprinted and the following logogram which will distinguish from the normal trade packing. Name of drug should be printed in English Languages only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



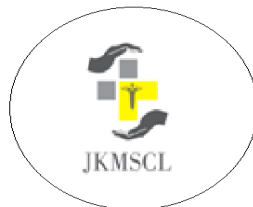
b) Vials:

The vials should be supplied with aluminum seals containing the following logogram:



LIQUIDS

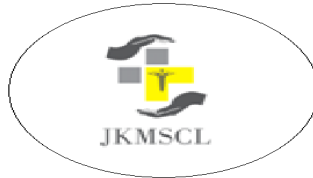
- Liquid preparations should be in bottles with pilfer-proof caps bearing the following logogram:
- **FFS technology for IV Fluids, Eye Drops & Ear Drops.**



* The top of the cap and the label to be affixed on the containers should bear a distinct colour different from the color of the label of the trade packs and they should be overprinted in red colour with the words “**JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED**” (in cyan blue colour background) and the logogram. Name of drug should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

OINTMENTS & CREAMS

Ointments & Creams should be supplied in tubes bearing the following logograms and the words, “**JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED**” (in cyan blue colour background) overprinted. Name of drug should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



TABLETS & CAPSULES

Tablets and Capsules should be supplied in Strips or Blisters or as mentioned in the list of items for bid. The strip, Blister etc, should bear the following logograms and the words “**JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED**” (in cyan blue colour background) overprinted. Name of drug should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



Disinfectants:-

Should be placed in suitable container not exceeding 5 litre can in such a way that corrosion/ reaction should not take place during storage. Galvanized iron sheet container should not be used. The can should bear the words “**JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED**” (in cyan blue colour background) **ISI marked; RWCmin.5; Grade3.**



(b) SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

JKMSCL Hospital SUPPLY (2016-17) NOT FOR SALE (Name of

Drugs etc.)
<p>CONSTITUENTS OF.....</p> <p>Name of the Drug, Manufactured by, Batch</p> <p>No. Mfg. Date, Exp.Date, Quantity/Kit</p> <p>Net. Weight.....Kgs</p>

Manufactured by/Assembled by

The name of the drug shall be mentioned in English and should be legible and be printed more prominently. A **uniform color theme an artwork will be necessary**. Apart from this “JKMSCL Hospital Supply-(2016-17) **NOT FOR SALE QC- PASSED**” (in cyan blue colour background) along with logo of JKMSCL will be printed on each strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Bids for the supply for Drugs and medicines etc., shall be considered only if the Bidder gives undertaking in his Bid that the supply shall be prepared and packed with the logogram printed on the strips of tablets and capsules and labels of bottles, ampoules and vials, etc., as per the design mentioned above.
2. All tablets and capsules have to be supplied in standard packing in aluminum strip or blisters with aluminum foil back with printed logogram and shall also conform to schedule PI of the Drugs & Cosmetics Act & Rules wherever it applies. **Affixing of stickers and rubber stamps shall not be accepted.**
3. Labels of Vials, Ampoules and Bottles containing the items Bided for should also carry the logogram.
4. Failure to supply Drugs etc. with the logogram will be treated as breach for the terms of agreement and liquidated damages will be deducted from bills payable as per conditions in Clause 18.2 Bidders who are not willing to agree to conditions above will be summarily rejected.
5. In case of imported drugs affixing rubber stamp on the original label is allowed with indelible ink on inner

most and outer packing.

NOTE: The supply without logo & words “JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED” and with brand name shall not be accepted. Apart from this, supply should be in cyan blue colour background.

23. (c) PACKING :

1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause(23,a,b). The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
2. The pediatric drops should always be supplied with dropper. A measuring cap with suitable markings must be provided for other pediatrics oral liquid preparations.
3. The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC etc.
4. Injection vials should have flip off seals.
5. All plastic containers should be made of virgin grade plastic.
6. The name of the drug should be printed in clearly legible bold letters (It is advisable that the color of font be different from other printed matter to make the name highly conspicuous.
7. It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
8. All packing containers should strictly conform to be specifications prescribed in there relevant pharmacopoeia/Act.
9. Packing should be able to prevent damages or deterioration during transit.
10. In the event of items supplied found to be not as per specifications in respect of their packing. The Ordering Authority is at liberty to make alternative purchase of the item for which the purchases 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. In such cases the ordering authority has every right to recover the cost and impose penalty as mentioned.

I. SCHEDULE FOR PACKING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS

- No corrugate package should weight over 15 kgs (i.e. product+innercarton+Corrugated box).
- All items should be packed only in first hand strong boxes only.
- Every corrugated box should preferably be of single joint and not more than two joints.
- Every box should be stitched using pairs of metal pins with an interval of two inches between each pair
- The flaps should uniform meet but should not overlap each other. The flap when turned by 45-60 should not crack.

- Every box should be sealed with gum tape running along the top and lower opening.

CARRY STRAP:

Every box should be strapped with two parallel nylon carry straps (they should intersect.)

LABEL:

- Every corrugated box should carry a large outer label clearly indicating that the product is for **“J&K Medical Supplies Corporation Ltd Supply (2016-17) Not for Sale”**. The Product label on the carton should be large, at least 15 cms x 10 cms dimension. 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.

OTHERS:

- No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

- The total weight of the box should be approx of 7-8 Kgs.

III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e. above 100 ml & below 1 litre.

- All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.

IV. SPECIFICATION FOR IV FLUIDS

- Each corrugated box may carry maximum of only 24 bottles of 500 ml in a single row or 50 bottles of 100 ml in 2 rows with individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.

V. SPECIFICATION FOR LIQUID ORALS

- 100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, BOTTOM and centre pad of 3 ply.
- 50 bottles of 100 ml- 120 ml may be packed in a similar manner in a single corrugated box.
- If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

VI. SPECIFICATION FOR OINTMENT/CREAM/GELS PACKED IN TUBES:

- No corrugated box should weigh more than 7-8 Kgs.
- Every Ointment/Cream/Gel tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.

VII. SPECIFICATIONS FOR INJECTION (IN VIALS AND AMPOLULES)

- Vials may be packed in corrugated boxes weighing upto 15 Kgs, Ampoules should be packed in C.B.

Weighing not more than 8 Kgs.

- In the case of 10 ml Ampoules or 50 ampoules may be packed in a grey board box.

Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition. If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre Pad.

- In case of ampoules every grey board box should carry 6 amps along with Cutters placed in a polythene bag.

- Vials of eye and ear drops should be packed in a individual cartoon with a dispensing device. If the vial is of FFS/ technology, they should be packed in 50's in a grey board box.

VIII. SPECIFICATION FOR ORS

- The sachets should be of Aluminum Foil laminated with glass in or heat sealable plastic film Outer paper may contain label information.
- 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

IX. LYSOL/ PHENYL

- Not more than four 5 liters cans may be packed in a single Box.

24. QUALITY TESTING

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different JKMSCL empanelled Drug Testing and Analytical Laboratories for testing by the JKMSCL after coding). **The JKMSC shall deduct a sum of 1.5% from the amount of bill payable to supplier on account of Handling and testing charges.**
2. The Drugs shall have **minimum active ingredient of 95% and with upper limits as prescribed in the relevant official pharmacopoeias throughout the shelf life of the** drug. The samples may also be drawn periodically during the shelf life period so as to ascertain the quality / potency of drug(s), medicine(s) & IV Fluids. The supplies will be deemed to be completed only upon receipt of the quality certificates as of "STANDARD QUALITY" from the JKMSCL empanelled Drug Testing and Analytical laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or mis-branded, such batch/batches shall be deemed to be rejected goods and action as prescribed under various penalty clauses/ law shall be initiated against the supplier.
3. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of items of drugs and

medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases JKMSCL has every right to recover the cost and impose penalty as mentioned in Clause 19

4. The supplier shall furnish to the purchaser the evidence of bio-availability and /or bio-equivalence for certain critical drugs whenever asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.

25. CORRECTION OF ARITHMETIC ERRORS:

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

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

26. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

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

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

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

28. PARALLEL RATE CONTRACT:

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

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
- (ii) Orders will be placed with lowest (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.
- (iv) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v) JKMSCL will in form the L-1 rate to the Bidders who had qualified for Price Bid (Cover-B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders, who agree to match L-1 rate, will be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, CST, VAT etc.) of price (L-1 rate).
- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender document and the delay would occur in executing the order, shall inform the GM (Adm, QC, EPM) JKMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii) If the L-1 supplier has failed to supply / intimate JKMSCL about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, JKMSCL may also place purchase orders with the Matched L-1 Bidders for purchase of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the items quoted by them.
- (ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.
- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate Supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.
- (x) If the supplier fails to supply the item(s) for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other Bidders

(in ascending order, viz, L-2, L-3 and so on) at the price offered by then and in such cases the supplier is liable to indemnify JKMSCL, WITHOUT ANY PROTEST OR DEMUR, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due / payable to the supplier

(xi) The supplier shall supply the entire ordered quantity before the end of 60 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for JKMSCL, the supply should be completed by 5.00 p.m. on the next working day.

(xii) In case of imported items 30 days will be given in addition to above mention period.

29. VALIDITY OF TENDER:

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

30. PRICE ESCALATION:

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

31. SUBLETTING OF CONTRACT:

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

32. FALL CLAUSE:-

The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If anytime, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the JKMSCL, Jammu / Srinagar (J&K) and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

33. GRIEVANCE / APPEAL

33.1 In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, and whose decision shall be final and binding on both the parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission

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

Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.

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

(i) Appeal not to lie in certain cases

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

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

(ii) Form of Appeal:

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

(iii) Fee for filing appeal:

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

(iv) Procedure for disposal of appeal:

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

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

Any person participating in a procurement process shall-

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

35. Conflict of Interests-

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

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

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

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them. In a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject to the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.

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

/ Supplies made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm, QC, EPM), JKMSCL.

37. All correspondence in this connection should be addressed to the M.D, JKMSCL/GM (Adm), General Manager-K JKMSCL Corporate office Srinagar & Corporate office Jammu.
- (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.
 - (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if:-
 - (a) fails to execute a contract or fails to execute it satisfactorily;
 - (b) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;
 - (c) The firm is suspected to be doubtful loyalty to state or country.
 - (d) The State Investigation Agencies or any other investigating agency recommends such a course in respect of a case under investigation.
 - (e) Bidder does not comply to clause 36 (iii), above.
 - (f) MD., JKMSCL is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result ill business dealing with it banned.
38. If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc, the bidder has to deposit Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.
39. (i) Any certificate/documents/information submitted by the bidder found to be false / forged / fabricated etc than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc for the limited or unlimited period
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
40. The Corporation reserves the right to accept any tender not necessarily the lowest. Corporation may reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.
41. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the MD JKMSCL.
42. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
43. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto. The Signing of **Annexure-J** shall be treated as acceptance all the terms and conditions of the Tender Documents.

44. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
45. **JURISDICTION:-**All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in the State of Jammu and Kashmir only.
46. **SAVING CLAUSE:-**No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.
47. **For proprietary drugs:** the firms needs to attach proprietary certificate from the competent authority i.e. Drug Controller General of India (DCGI). No other declaration/ certificate on letter head of the company shall be entertained.
48. **APPLICABILITY OF CLAUSES:-**All the clauses from 1to 48 and their Annexure, Formats & Enclosures are applicable for the tendered items.

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

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

B. Special Terms and conditions:-

1. Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be uploaded in Cover "A" and Financial details (BOQ), should be uploaded in Cover "B" otherwise tender will not be considered.
2. Conditional tenders will not be considered.
3. Transshipment will be permitted and partial shipment not allowed.
4. Payment will be released after supply of entire quantity satisfactorily.
5. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.
6. All certificates should be valid on the date of submission of tender & issuing of supply order.
7. **Please note:-**
 - It is Rate Contract only.
 - Quantities shown against each item are only tentative and may increase or decrease as per the requisition/ indent from the end user(s).
 - If not requisitioned, JKMSCL may not issue Purchase Order (PO) against the said Item(S).

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

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

Date

Signature
Name in Capitals
Company /Firm Seal

List of Medicines & IV Fluids items

S.No.	Name of the drug	Item code	Strength	Tentative Quantity
1.	Tab. Neostigmine 15 mg	Item 59	1x10	11050
2.	Tab. Ketorolac 10mg	Item 75	1x10	30000
3.	Tab. Dicyclomine hydrochloride 10 mg, Mefenamic acid 250 mg.	Item 83	1x10	1000
4.	Tab. Trypsin Chymo Trypsin 50000AU&DiclofenacPotassium 50mg	Item 101	1x10	3000
5.	Tab. Dexamethasone 2 mg	Item 113	1x10	1000
6.	Tab. Prednisolone 40mg	Item 122	1x10	1000
7.	Tab. Levocetirizine 10mg	Item 125	1x10	10000
8.	Tab. Hydroxyzine 25 mg	Item 132	1x10	282200
9.	Tab. Activated Charcoal (Oral) 250 mg	Item 145	1x10	121100
10.	Tab. Clobazam 10 mg	Item 164	1x10	12000
11.	Tab. Amoxicillin trihydrated dispersible 250 mg	Item 176	1x10	10000
12.	Tab. Ivermectin + Albendazole 12mg+400mg	Item 289	Single Tablet	300
13.	Tab. Bromocriptine Mesylate 1.25 mg	Item 364	1x10	32200
14.	Tab. Levodopa and Carbidopa 100mg+10mg	Item 366	1x10	47200
15.	Tab. Levodopa and Carbidopa 250 mg + 25mg	Item 367	1x10	46600
16.	Tab. Deferasirox 250 mg	Item 397	30 Tabs	11400
17.	Tab. Deferasirox 500 mg	Item 398	30 Tab	26400
18.	Tab. Amiodarone 100 mg	Item 411	1x10	20610
19.	Tab. Amiodarone 200 mg	Item 412	1x10	16600
20.	Tab. Aspirin 150mg	Item 421	1x10	2000
21.	Tab. Amlodipine and Enalapril Maleate 5 mg+5mg	Item 440	1x10	140900
22.	Tab. Prazosin (Extended Release) 2.5 mg	Item 450	14 Tabs	125200
23.	Tab. Glyceryl Trinitrate 2.6 mg	Item 455	1x10	68780
24.	Tab. Hydrochlorothiazide 25 mg	Item 539	1x10	34380
25.	Tab. Lactic Acid Bacillus 60 million spores	Item 586	1x10	436600
26.	Tab. Clomiphene 25mg	Item 615	1x10	84700
27.	Tab. Clomiphene 50mg	Item 616	1x10	84300
28.	Tab. Conjugated Estrogen 0.625 mg	Item 617	1x10	389400
29.	Tab. Ethinyloestradiol 50 mcg	Item 619	1x10	132000
30.	Tab. Propylthiouracil 50 mg	Item 625	1x10	130900
31.	Tab. Progesterone 100 mg	Item 695	1x10	600
32.	Tab. Clomipramine 25 mg	Item 704	1x10	46300
33.	Tab. Clomipramine 75 mg	Item 705	1x10	15000
34.	Tab. Haloperidol 5mg	Item 709	1x10	72600
35.	Tab. Amitriptyline 75mg	Item 719	1x10	50000
36.	Tab. Sertraline (100mg)	Item 726	1x10	15000
37.	Tab. Clonazepam 1 mg	Item 729	1x10	170400
38.	Tab. Dosulepin 75mg	Item 744	1x10	15000
39.	Tab. Quetiapine 100	Item 750	1x10	20000
40.	Tab. Trifluoperazine + Trihexyphenidyl 5mg+2mg	Item 753	1x10	5000

41.	Tab. Terbutaline Sulphate 2.5 mg	Item 768	1x10	548900
42.	Tab. Theophylline and Etofylline 300 mg (SR) 69+231	Item 772	1x10	200000
43.	Tab. Theophylline (SR)400 mg	Item 773	1x10	634900
44.	Tab. Multivitamin [Vit A 2500 IU, Vit. B1-2mg, Vit-B6-0.5mg, Vit-C-50mg, Calcium Pantothenate-1mg, Vit-D3-200IU, Vit-B2-2 mg, Niacinamide-25mg, Folic Acid-0.2 mg]	Item 806	1x10	3494000
45.	Tab. Nicotinamide 50 mg	Item 807	1x10	294900
46.	Tab. Flunarizine 5 mg	Item 827	1x10	74400
47.	Tab. Terazosin 1 mg	Item 829	1x10	74400
48.	Tab. Terazosin 2 mg	Item 830	1x10	71400
49.	Tab. Betahistine 16 mg	Item 833	1x10	121400
50.	Tab.SodiumDichloro isocyanurate 0.5 gms	Item 872	100 tab bottle	1000000
51.	Cap.Deferiprone 250 mg	Item 399	50 Caps Pack	21400
52.	Cap.Deferiprone 500 mg	Item 400	50 Caps Pack	17400
53.	Cap.BudesonideRotacap 200 mcg	Item 757	30 (Rota caps)	154700
54.	Cap.IpratropiumRotacap 40 mcg	Item 759	30 (Rota caps)	943400
55.	Cap. Calcitriol 0.25mcg	Item 795	10 Cap	746000
56.	Cap.Vitamin –A 50000 units	Item 812	1x10	1861100
57.	Cap.Vitamin –A 2 Lac units	Item 813	1x10	500000
58.	Cap.Ribavirin 200mg	Item 877	1x10	200000
59.	Inj. Ketamine ,50mg/ml	Item 07	10ml Vial	1500
60.	InjRopivacaine 0.75 % preservative free	Item 24	amp	240
61.	InjRopivacaine 0.25 % preservative free	Item 25	amp	240
62.	Inj. Lignocaine Hcl 4%	Item 29	30ml vial	1500
63.	Inj. Rocurium 50 mg%	Item 30	Amp	4050
64.	Inj. Xylocard 21.3mg	Item 32	50mlVial	810
65.	Lignocaine Spray 10% with ethanol 95% (50 ml bottle with 500 sprays)	Item 43	50 ml bottle	500
66.	Lignocaine Topical Oral Solution 4%	Item 44	50ml bottle	150
67.	Inj. Lignocaine 4% with dextrose 5gm	Item 46	250ml vial	3800
68.	Inj. Caffeine Citrate 20mg/ml	Item 77	3ml vial	40000
69.	Inj. Paracetamol 30 mg/2ml	Item 95	2ml amp	10000
70.	Inj. Ketorolac 30mg/ml	Item 99	2ml Amp	300
71.	Inj. Sodium Valproate 100 mg/ml	Item 160	5 ml Vial	92200
72.	Inj.Procaine Penicillin with Benzylpenicillin 3 + 1 Lac units	Item 191	Vial	86550
73.	Inj. Lincomycin 300mg/ml	Item 255	2ml amp	5000
74.	Inj. Piperacillin and Tazobactam+ ns + reconstitution device + iv set 4.5g + 100ml	Item 271	Vial	420
75.	Inj. Tinidazole 800mg	Item 283	200ml Bottle	151000
76.	Inj. Sodium Stubioglyconate 100mg/ml	Item 316	30ml vial	450
77.	Inj. Ticarcilin + Calvulanic Acid 100 mg	Item 319	vial	15000
78.	Inj.Vitamin K 2mg/ml	Item 380	1ml AMP	88000
79.	Factor–IX Concentrate per IU	Item 392	Vial with solvent	6700
80.	Inj. Anti-Inhibitor Coagulation Complex[Human Plasma Protein with a Factor	Item 393	Vial with 20 ml	6700

	VIII Inhibitor Bypassing Activity of 500I.U.perVial500IU		solvent	
81.	Factor-VII 1mg vial with Solvent	Item 394	1x4 Vial	1000
82.	Inj. Desferrioxamine (For I.M. Inj and I.V., S.C. Infusion) 500 mg	Item 401	Vial	18700
83.	Human Albumin Solution 20%	Item 405	Vial	11320
84.	Inj. Verapamil 2.5 mg/ml	Item 416	2ml Amp	18275
85.	Inj. Dilitizem HCL 5mg/ml	Item 469	2ml amp	1040
86.	Inj. Metaprolol tartrate 1mg/ml	Item 475	5ml amp	1240
87.	Inj.Frusemide 10 mg/ml	Item 537	2ml Amp	359330
88.	Inj. Torsemide 10 mg/ml	Item 544	2 ml Amp	14570
89.	Inj. HyoscineButylbromide 20 mg/ml	Item 574	1 ml Amp	628710
90.	Inj.Human Insulin IP 40IU/ml	Item 599	10mlVial	10000
91.	Inj.Hydroxyprogesterone 250 mg/ml	Item 620	1 ml Amp	55600
92.	Inj.Progesterone 200 mg /2ml	Item 622	2ml Amp	15700
93.	Inj. Glucagon 1 mg/ml	Item 629	1 ml Vial	7215
94.	Inj.Testosterone 25 mg/1ml	Item 631	1ml vial	110400
95.	Inj. Human Anti D Immunoglobulin 150 mcg	Item 634	1 ml Vial	9310
96.	Inj.Immunoglobulin 2.5 gms	Item 636	100ml bottle	600
97.	Inj. Human Anti Rabies Immunoglobulin 150 IU/ml	Item 637	2 ml vial	32035
98.	Inj.Rabies Antiserum IP (Equine) (I.M./SC use) 300 units / ml 300 units	Item 640	5 ml Vial	10510
99.	Inj.Snake Venom Anti Serum Lypholized (Polyvalent Anti Snake Venum)10ml	Item 641	10ml Vial	52230
100.	Inj. Tetanus Immunoglobulin 250 IU	Item 643	3 ml Amp	15000
101.	Inj. Diphtheria Antitoxin 10,000 IU	Item 645	Vial	114150
102.	Inj. Tetanus Toxoid 0.5ml	Item 646	1ml amp	34000
103.	Inj. Hyaluronidase 1500 IU	Item 678	Vial	1415
104.	Inj.Haloperidol Deconate 50mg/ml	Item 707	amp	21800
105.	Inj.Olanzapine 10mg	Item 712	vial	300
106.	Inj. Risperidone 25mg	Item 716	vial	500
107.	Inj. Lorazepam 2 mg/ml	Item 734	2 ml Amp	79730
108.	Inj. Flumezanil 0.1mg/ml	Item 745	5ml Amp	500
109.	Inj. Clonidine100µg/ml	Item 747	10ml Vial	360
110.	Inj. Zuclopenthixoldeconate 200mg	Item 751	1ml Amp	2000
111.	Inj. Buprenorphine .3mg/ml	Item 752	2ml amp	2400
112.	Inj. Ephedrine HCL NFI (IM&SC) 30mg/ml	Item 760	1ML AMP	1825
113.	Inj. Etophylline+ Theophylline 84.7+25.3	Item 769	2 ml amp	80000
114.	Inj.Calcium Chloride 100mg/ml	Item 792	Vial	1800
115.	Inj.Mecobalamin 500 mcg/ml	Item 804	1 ml Amp	211700
116.	Inj.Dextrose 5% with 0.22% Sodium Chloride	Item 839	500ml bottle	75000
117.	Inj. Mannitol with Glycerin 10%+10%	Item 847	100 ml	3007
118.	Inj. Sodium Bicarbonate 7.5%	item 863	10 ml Amp	47440
119.	Inj. Potassium Chloride 0.15gms/ml	Item 866	10ml Amp	105350
120.	Inj. Ethamsylate 250mg/2ml	Item 878	2mlAmp	10000
121.	Inj. Streptomycin 0.50 gm	Item 879	Vial	4000
122.	Inj. Iohexol (Dye for C.T. Scan) 350 mg/ml	Item 881	50ml vial	100

123.	Inj. Iohexol (Dye for C.T.Scan) 350 mg/ml	Item 882	100ml vial	300
124.	Gel lignocaine 5 %	Item 14	10gm	23500
125.	Ointment Dithranol 0.50%	Item 481	20 gm Tube	67300
126.	Ointment Neomycin sulphate and Bacitracin 5 mg +500 IU/gm	Item 483	15 gm Tube	115300
127.	Lotion Betamethasone 0.05%	Item487	50 ml Bottle	84050
128.	Ointment Betamethasone dipropionate cream 0.05%	Item 488	15gm tube	20000
129.	Cream Acyclovir 5%	Item 492	5gm tube	51100
130.	Lotion Permethrin 5%	Item496	30 ml Bottle	78400
131.	Glycerin 100 ml pack	Item 497	100ml Bottle	79115
132.	Lotion Calamine IP	Item 501	50ml Bottle	10000
133.	Solution Coalatar& Salicylic Acid	Item 502	50ml	52120
134.	CreamI Tretenoin 0.03%	Item 504	20gm tube	45300
135.	Ointment Framycetin 1% w/w	Item 508	100 gm Tube	10000
136.	Cream Cetrimide IP 0.50%	Item 511	15gmTube	204750
137.	Cetrimide Tincture 0.50%	Item 512	200 ml Bottle	47360
138.	Solution Chlorhexidine Gluconate 5%	Item 513	250 ml Bottle	92800
139.	Compound Benzoin Tincture	Item 515	500 ml Bottle	13220
140.	Solution Formaldehyde I.P 10%	Item 516	450ml bottle	15398
141.	Solution Hydrogen Peroxide 6%	Item 520	400 ml bottle	73940
142.	Surgical Spirit BP	Item 531	500 ml bottle	25620
143.	Surgical Spirit BP	Item 532	100 ml bottle	55650
144.	Domperidone Oral Drops 10 mg/ ml	Item 579	10ml Bottle	180870
145.	Suspension Domperidone 5 mg/5ml	Item 580	30mlBottle	172250
146.	Liquid Paraffin	Item 588	100ml Bottle	39390
147.	Ointment Lidocaine 3%, Zinc oxide 5% , Hydrocortisone 0.25%, Allantoin 0.5%	Item 593	15g Tube	45300
148.	Sodium Phosphates Enema BP 100 ml polypropylene pack	Item 594	PACK	99230
149.	Cream Dinoprostone 0.5 mg	Item 618	Syringe	56500
150.	Beclomethasone Inhalation 200 mcg/ dose	Item 755	200 metered doses container	85355
151.	Suspension Budesonide Nebulizer 0.25 mg/ml	Item 756	2 ml Amp	135500
152.	Solution Ipratropium Bromide Nebulizer 250 mcg/ml	Item 758	15 ml vial	109335
153.	Salbutamol Inhalation 100 mcg/ dose	Item 763	200 metered dose container	85170
154.	Solution Salbutamol Nebuliser 5 mg/ml	Item 764	10 ml Vial	189450
155.	Solution Levosalbutamol and Ipratropium bromide respiratory	Item 767	Nebule	40000
156.	Solution Saline Nasal (Drops) 0.0065	Item 783	10 ml bottle with dropper / Squeeze bottle	68080
157.	Gel Dental: Choline Salicylate + Benzalkonium + Lignocaine 8.75%	Item 786	10 gm	25710
158.	Gel.Desensitizing tooth with Sod. Mono Fluoro Phosphate & Pot. Nitrate 0.7%+ 5%	Item 787	50gms	30565

159.	Gum Paint containing Tannic acid, Cetrimide, Zinc Chloride 2%+0.1%+1%	Item 788	15ml	40750
160.	Gel. Metronidazole and Chlorhexidine 1%+0.25%	Item 789	10gm	27135
161.	Suspension Calcium & Vitamin D3 250mg + 125 IU (Each 5 ml contains Calcium Carbonate equivalent to elemental Calcium 250 mg, Vitamin D3 - 125 IU)	Item 794	100 ml Bottle	418900
162.	Syp. Zinc 20mg per 5ml	Item 818	100 ml Bottle	18000
163.	Peritoneal Dialysis fluid- (IP) Potassium Free	Item 852	1000ml	385
164.	Concentrated Haemodialysis Fluid B.P	Item 862	10 Ltrs	415
165.	Solution Potassium Chloride oral 500mg/5ml	Item 867	200ml Bottle	75230
166.	Syp. Codeine Linctus	Item 883	100ml bottle	1000
167.	Suspension Barium Sulphate 100%	Item 884	500ml bottle	100
168.	Solution Citrosterile fluid for dialysis machines	Item 916	Can	50
169.	Clotrimazole with Beclomethasone Drops 1%	Item 546	5 ml Vial	91200
170.	Ear Drops Neomycin, Hydrocortisone & Polymixin B	Item 548	5 ml Vial	99550
171.	Eye Drops Fluconazole 0.3%	Item 652	5ml Vial	63700
172.	Solution Flurbiprofen Sodium Ophthalmic 0.03%	Item 653	5 ml Vial	44040
173.	Betaxolol HCl Drops 0.25%	Item 654	5 ml Vial	30502
174.	Betaxolol HCl Drops 0.50%	Item 655	5 ml Vial	30403
175.	Eye Drops Brimonidine Tartrate and Timolol 0.15% +0.5%	Item 656	5ml Vial	30510
176.	Phenylephrine eye Drops 5%	Item 657	5ml Vial	30680
177.	Eye Drops Timolol 0.25%	Item 658	5ml Vial	30165
178.	Solution Travoprost Ophthalmic 0.004%	Item 660	3ml Vial	30000
179.	Eye Ointment Atropine sulphate 1%	Item 661	3.5g Tube	51650
180.	Solution Atropine Sulphate Ophthalmic 1%	Item 662	5ml Vial	36950
181.	Eye Drops Homatropine 2%	Item 663	5ml Vial	36750
182.	Eye Drop Pilocarpine Hydrochloride 2%	Item 664	5ml Vial	38620
183.	Eye Drop Pilocarpine Hydrochloride 4%	Item 665	5ml Vial	100
184.	Eye Drops Tropicamide 1%	Item 666	5ml Vial	39180
185.	Eye Drops Chloramphenicol 0.05%	Item 667	5ml Vial	176900
186.	Ointment Ciprofloxacin Ophthalmic 0.3%	Item 669	5 g Tube	150550
187.	Eye Drops Sulphacetamide 20%	Item 672	5ml Vial	177200
188.	Ointment Tobramycin Ophthalmic 0.30%	Item 675	5 g Tube	45300
189.	Solution Hydroxypropylmethyl cellulose 20 mg/ml	Item 679	2 ml vial/	915
190.	Eye Drops Dexamethasone 0.1%	Item 681	5ml Vial	200
191.	Eye Drops Diclofenac 0.1% (1mg/ml)	Item 682	5ml vial	1200
192.	Eye Drops Gentamycin 3mg (0.3%)	Item 683	5ml Vial	100
193.	Eye Drops Ofloxacin 3mg (0.3%)	Item 685	5ml Vial	1320
194.	Inj. Vinblastine 10 mg/10 ml	Item 347	10ml vial	7700
195.	Inj. Alpha Interferone 3 Million Unit	Item 350	Vial	7400
196.	Inj. Mesna 200 mg	Item 360	2 ml Amp	6700
197.	Inj. Mitomycine C 10mg	Item 362	Vial	6700
198.	Inj. Trastuzumab 440mg	Item 885	vial	10000

199.	Inj. Bevacizumab 100mg	Item 887	Vial	5000
200.	Inj. Bortizomib 2mg	Item 889	Vial	5000
201.	Inj. Melphalan 50mg	Item 890	Vial	10000
202.	Inj. Azithioprine 50mg	Item 891	5ml vial	10000
203.	Inj. Amifostine 500mg	Item 892	vial	5000
204.	Inj. Cyclosporine 100mg bottle	Item 893	bottle	10000
205.	Inj. Dactinomycin 0.5mg	Item 895	vial	5000
206.	Inj. Fludarabine 50 mg	Item 897	Vial	5000
207.	Inj. Granisetron 3mg/ml	Item 898	3ml amp	20000
208.	Inj.Pamidronate 30mg	Item 900	vial	5000
209.	Inj. Topotecan 2.5mg/2.5ml	Item 902	vial	5000
210.	Inj. Vinorelbine 10mg/1ml	Item 903	vial	5000
211.	Inj. Zolendronate 5mg/ 100 ml	Item 904	bottle	5000
212.	Inj. Calcium folinate 10mg/ml	Item 905	1o ml vial	5000
213.	Tab. Azathioprine 50 mg	Item 322	1x10	39450
214.	Tab. Calcium Folate Cal. Folate eq. to Folinic Acid 15 mg 15 mg	Item 324	1x10	192900
215.	Tab. Chlorambucil Tablets 5 mg	Item 325	30 Tab Bottle	39400
216.	Tab. Melphalan Tablets 5 mg	Item 340	25 Tab Bottle	36350
217.	Tab. Mercaptopurine 50 mg	Item 341	1x10	46350
218.	Tab. Methotrexate 10mg	Item 361	1x10	11400
219.	Tab. Bulsulfan 2mg	Item 906	60 tab bottle	1000
220.	Tab. Capecitabine 150mg	Item 907	1x10	5000
221.	Tab. Hydroxycarbimide 500mg	Item 909	1x10	5000
222.	Tab Flutamide 250mg	Item 910	1x10	5000
223.	Cap Cyclosporin 25mg	Item 329	50 cap pack	4000
224.	Cap. Hydroxyurea 50mg	Item 912	1x10	10000
225.	Cap. Lomustine 40mg	Item 913	6cap Pack	5000
226.	Inj. Tenecteplase 40mg	Item 918	vial	100
227.	Inj. Tetanus Toxoid 5ml vial	Item 919	5ml vial	10000
228.	Clotrimazole Pessaries 200mg	Item 920	1x20	1000
229.	Suspension Phenytoin sodium 200mg/5ml	Item 921	200ml bottle	10000
230.	Tab. Phenytoin 400mg	Item 922	1x10	10000
231.	Influenza Vaccine 0.5ml	Item 923	Pre-filled Syringe	5000
232.	Cough Expectorant {Guaifenesin(100 mg),Terbutaline(2.5 mg),Bromhexine(8 mg)}	Item 924	100 ml bottle	1000
233.	Inj. Lignocaine 400mg with Dextrose 5gm	Item 925	500ml vial	1000
234.	Inj. Flumazenil 0.1mg/ml	Item 926	10 ml vial	1000
235.	Inj. Mephentermine 30mg/ml	Item 927	10 ml vial	1000
236.	Tab Zinc DT 20mg	Item 928	1x14	130000
237.	Syp. Vitamin A 1ml contains 2 lac IU	Item 929	100 ml bottle	10000
238.	Tab. Clonidine 100mg	Item 930	1x10	3000
239.	Inj FEIBA (Anti-Inhibitor Coagulant Complex) 500units	Item 931	vial	1000
240.	Factor-VII 2mg vial with Solvent	Item 932	Vial	500
241.	Inj. Biphasic Isophane Insulin 30/70 (30% Soluble Insulin & 70% Isophane Insulin) 40IU/ml	Item 596	10mlVial	7400
242.	Inj. Isophane Insulin 40 IU/ml	Item 597	10mlVial	1580
243.	Inj. Soluble Insulin 40IU/ml	Item 598	10mlVial	1580

244.	Liquid Isoflurane	Item 4	250ml bottle	2000
245.	Tab. Tranexamic Acid 500 mg	Item 377	6 Tabs	10070
246.	Tab. Atorvastatin 20 mg	Item 463	10 Tab	3340
247.	Tab. Sertraline 50 mg	Item 725	10 Tab	1000
248.	Tab. Azithromycin (DT) 100 mg	Item 235	10 tabs	1150
249.	Tab. Mifepristone 200 mg	Item 691	Single Tab	1000
250.	Inj. Human Anti D Immunoglobulin 50mcg PFS	Item 933	vial	1000
251.	Inj. Normal Human Intravenous Immunoglobulin 5g/100ml	Item 934	100ml vial	1000
252.	Tetanus Vaccine (adsorbed) IP	Item 935	5ml vial	100000
253.	Diphtheria Antitoxin 10,000 IU	Item 936	Vial	2000
254.	Inj. Hepatitis B immunoglobulin 100 units	Item 937	0.5 ml vial	1000
255.	Inj. Hepatitis B Surface antigen vaccine 20mg/ ml multidose	Item 938	Vial	1000
256.	Inj. Anti G 25mg	Item 939	Amp	1000
257.	Sodium Hypochlorite 3%	Item 940	500ml bottle	1000
258.	Methylated Spirit	Item 941	500ml bottle	1000
259.	Inj. Ferriccarboxy Maltose 500mg vial	Item 942	10 ml vial	100

*****Quantity of Medicines/ IV fluids is Tentative***

CHECK LIST**Annexure-I**

1	Checklist –	Yes	No
2	EMD in the form of DD shall be kept in an envelope. DD No/BG No. : Date : Bank & Branch :		
3	Tender document cost in the form of DD shall be kept in an envelope DD No. : Date : Bank & branch : Amount :		
4.	Tender Processing Fee in the form of Demand Draft shall be kept in an envelope D.D No:- Bank & Branch:- Amount:-		
5.	Format regarding Authorized Representative/Agent of Original Manufacturer/Direct Importer. Annexure W Eligibility Condition :1		
6	Documentary evidence for the constitutions of the company / concern		
7	Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted.		
8	The instruments such a power of attorney, resolution of board etc.		
9	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.		
10	Market Standing Certificate issued by the Licensing Authority Not Less than Three Years.		
11	Notary attested copy of record of manufacture / import to establish three year market standing.		
12	Non Conviction Certificate issued by the Drugs Controller		
13	Good Manufacturing Practices Certificate		
14	Annual Turnover Statement for Last 3 Years		
15	Copies of balance sheet & profit loss account for three years		
16	Annexure-D (Sales Tax clearance certificate)		

17	Annexure-H (Undertaking for embossment of logo)		
18	Declaration Form in Annexure-E		
19	Proforma for Performance Statement (Annexure-F)		
20	Declaration in Annexure-S		
21	Details of Manufacturing Unit in Annexure-N		
22	Details of Technical personnel employed in the manufacture and testing		
23	Annexure J on Non-Judicial Stamp Paper of Rs. 10/		
24	Product permission of quoted Products/ Import License.		
25.	Declaration regarding financial bid , Annexure I		
26.	Declaration regarding blacklisting Annexure :M		
27.	Declaration regarding No/wrong Information given , Annexure :L		
28.	Declaration regarding Sale Price Annexure: T		
29.	Details of Locations of all warehouses Annexure :U		
30	Details Of Manufacturer/ Direct Importer Annexure V		
31.	Letter of authorization for tri-partite agreement Annexure: W		

Place:

Date :

Signature with Seal:

Name in Capital Letters :

Designation :

NB:-

i. The documents submitted at the time of registration of firm need not to be re-submitted. Only the documents, wherever the validity of the submitted documents has expired shall be uploaded in the technical bid.

ii. The Annexure K, P, Q, Z, are required to be submitted after the finalization of contract. Annexure Q is required in original for L1/ matched L1 at the time of signing of agreement.

ANNEXURE-D

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 2013-2014

2 2014-2015

3 2015-2016

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

Year assessed Rs	Total T.O.	Total Tax assessed Rs	Total Tax paid Rs	Balance due Rs.	Reasons for balance Rs
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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: E
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 **NIT/JKMSCL/Med-Fluids/2016/26 Dated:16-07-2016** for the procurement of Drugs/ Medicines/Fluids for the period 2016-17, 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 self attested and duly Notarised.

ANNEXURE-F

PERFORMANCE STATEMENT
(ATTACH SEPARATE SHEET FOR EACH PRODUCT QUOTED)

Name of The firm.....
Name of the product Drug code
Tendered Quantity (in units)..... Offered Quantity (in units).....

Production Capacity	
No of Days	Quantity in Tendered units
Monthly (30 days)	
Yearly(365 days)	

S No	Batch Number	Date	Batch size (in term of units)	Quantity	Date/ month of sales	Quantity returned/rejection	Complaints/ Declared as NSQ after sales etc. if any	Remarks
Year 2013-14								
Year 2014-15								
Year 2015-16								

- 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 the Public Notary

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

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

S.No.	Financial Years	Turnover in Lakhs (Rs)
1.	2013-14	-
2.	2014-15	-
3.	2015-16	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

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

Date

Signature of the bidder

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

Annexure- H

DECLARATION REGARDING DESIGNING/PACKAGING

I / Wedo hereby declare that I / We shall supply the items as per the designs given in Clause 23 b(logogram & Packaging) of the Tender Document and as per the instructions given in this regard.

Name & signature of the authorized signatory
of the firm/Partner of the
firm / Director/ Proprietor with seal

Place &Date

Annexure- I

DECLARATION REGARDING FINANCIAL BID

I/We declare that the Financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We am / are aware that the Financial bid is liable to be rejected if it contains any counter / other condition.

Name & signature of the authorized signatory
of the firm/Partner of the firm / Director/
Proprietor with seal

Place &Date

Annexure- J

(ON A NON JUDICIAL STAMP PAPER OF RS. 10/-)

DECLARATION

I/We M/s. represented by its Proprietor/managing Partner/Managing Director having its Registered Office at and its Factory Premises at do declare that I/we have carefully read all the conditions of bid no. Dated.....including all the amendments in Ref.for supply cum rate contract of**Item name** for Jammu and Kashmir Medical Supplies Corporation Ltd. for the year 2016-17 and accepts all conditions of bid including amendments, if any.

I/We agree that the M.D. JKMSCL, Jammu / Srinagar (J&K) may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.

Signature & Seal of bidder
Name & Address:

Note:- To be attested by the Notary

Annexure- K

UNDERTAKING REGARDING VALIDITY OF QUOTED RATES: -

I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of One year from the date of issuance of first purchase order and I/We shall abide by the same fully

Name & signature of the authorized
Signatory of the firm/Partner of the firm
/ Director/ Proprietor with seal

Place &Date

Annexure- L

**SAMPLE OF AFFIDAVIT TO BE SUBMITTED ON NON-JUDICIAL PAPER OF RS. 10/-
DULY ATTESTED BY PUBLIC NOTARY/OATH COMMISSIONER**

That I/We _____ M/s _____ Address _____
has/have furnished the correct information in the tender and I/We shall be solely responsible and liable for punitive action for wrong/false information if found to have been submitted in the tender.

Name & signature of the authorized
Signatory of the firm/
Partner of the firm / Director/ Proprietor with seal

Annexure-M

**SAMPLE OF AFFIDAVIT TO BE SUBMITTED ON NON-JUDICIAL PAPER OF RS. 10/-
DULY ATTESTED BY PUBLIC NOTARY/OATH COMMISSIONER**

That I/We _____ M/s _____ Address _____
certify that my / our firm has never been blacklisted in the past by any Govt. department/Govt. undertaking/any other agency.

Name & signature of the authorized
Signatory of the firm/Partner of the firm
/ Director/ Proprietor with seal

Place

Date

ANNEXURE-N
DETAILS OF MANUFACTURING UNIT

Name of the Bidder & 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*



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

Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

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

ANNEXURE- O

FINANCIAL BID FOR QUOTED ITEM

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

Date

Signature
Name in Capitals
Company /Firm Seal

Note: -

1. The concessional CST against c- form shall be applicable.
2. The final rate quote should be inclusive of all taxes. Excise, Sales Tax and entry tax should be shown separately.
3. Excise component should be separately shown in column no.6 for further reference
4. Rate should be quoted only single unit
5. No quantity or cash discounts should be offered.
6. Read all the terms & conditions before filling the Annexure-D.
7. Please quote rates in absolute amount only.
8. **Please don't write Rs. 00.00 against the items for which you don't wish to quote; instead, do write "Not Quoted" against the said item; as the system takes Rs. 00.00 as L1.**

ANNEXURE-P
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. Hospital Supply – Not for Sale". Sale" (in cyan blue colour background) 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 VI 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 Q

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

Agreement : 1

(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this day of 2015 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Plot No. 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar (herein after referred to as "First Party"(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract) and M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party)) have agreed to supply to First Party (Purchaser), the Drugs, Medicines & Fluids with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party has agreed to deposit performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the scheduled attached as per clause 11 of the tender document in the form bank of guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part and the First Party (Purchaser) do hereby mutually covenant, declare,

contract and agree each of them in the manner following, that is to say,

1. The term “Agreement”, wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for medicines and fluids for Jammu & Kashmir Medical Supplies Corporation Limited (Annual Rate Contract for twelve (12) months period, extendable for another three (03) months with mutual consent) (NIT/JKMSCL/Med-Fluids/2016/26, **dated 16-07-2016**; and technical bid opened on **27.08.2016**), the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

2.1. The agreement is for the supply, by the Second Party(Suppliers) to the First Party (Purchaser), of the Medicine & Fluids 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 scheduled attached here to 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 make supplies of the Drugs, Medicines and Fluids on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.

2.4. The Second Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or

decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.

2.5. The release of payment shall be as per terms and conditions/ payment clause 17 of the tender document and deduction and penalties as per the clause 18 & 19 of the tender document.

3. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

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

4. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

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

4.2. In case the Second Party neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and 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 of or in solvent or commits any act of bankrupt or

insolvency under the provisions of any law in that behalf for the time being in force 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 appellate authority and decision of said authority shall be final.

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

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

Witness (Signature, Name & Address)

1.

2.

Jammu & Kashmir Medical Supplies Corporation Ltd
(First Party)

Represented by

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

Witness (Signature, Name & Address)

1.

2.

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

Agreement : 2

(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)

This deed of agreement is made on this day of 2015 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

(herein after referred to as "First Party"(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract), M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract) and M/s (Authorized agent/ dealer/ facilitator) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at (herein after referred to as "Third Party"- (Authorized Agent/ Suppliers/ Dealers) of Second Party, which term shall include its successors representative, heirs, executors and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party/ Third Party (Authorized agents/ dealer)) have agreed to supply to First Party (Purchaser), the Drugs, Medicines & Fluids with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party/ third party have agreed to deposit

performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the scheduled attached as per clause 11 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/ Third Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part/ Third Party, and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term “Agreement”, wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for medicines and fluids for Jammu & Kashmir Medical Supplies Corporation Limited (Annual Rate Contract for twelve (12) months period, extendable for another three (03) months with mutual consent) (NIT/JKMSCL/Med-Fluids/2016/26, dated 16.07.2016 and technical bid opened on 27.08.2016 , the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

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

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

2.3. The bid quantity noted against each item in the scheduled attached here to 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/ Third Party (Supplier) shall make supplies of the Drugs, Medicines and Fluids on the basis of

Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.

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

3. AUTHORIZED AGENTS/ DEALERS OF SECOND PARTY:

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

3.2. The Corporation under such arrangements shall have a right to secure confirmation to authority of suppliers from Second Party before releasing the payments.

3.3. The release of payment shall be as per terms and conditions/ payment clause 17 of the tender document and deduction and penalties as per the clause 18 & 19 of the tender document.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

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

Party/ Third Party shall be liable to be considered for Debarring/ Blacklisting for a period not less than five years.

5. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

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

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

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

5.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any

notice to the Second Party/ Third Party. The Second Party/ Third Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.

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

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

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

8.1. In case Third Party, (Authorized Agent/ Dealer/ facilitator- clause 3) at any time during the continuants of the contract become bankrupt or insolvent or commits any act of bankrupt or insolvency either provisions of any law in that behalf for the time being in force, or should compound with his creditors, the Second Party, (Original Manufacturer/ Direct Importers) shall be bound to continue with the supplies directly for the First Party till the completion of contract otherwise it shall be lawful for the

purchase to put an end to the agreement and thereupon every article clause and thing herein contained to be operative as part of First Party, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

9. SERVING OF NOTICE TO SUPPLIER

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

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

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

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

Authorized Agent/ Dealer
(Third Party)
(Signature, Name & full Address with stamp)
Witness (Signature, Name & Address)
1.

2.

Original Manufacturer/ Direct Importer
(Supplier)
(Second Party)
(Signature, Name & full Address with stamp)
Witness (Signature, Name & Address)
1.

2.

Jammu and Kashmir Medical Supplies Corporation Ltd. (First Party)
Represented by
General Manager (Adm)/ JKMSCL
(Signature, Name & full Address with Stamp)
Witness (Signature, Name & Address)
1.

2.

ANNEXURE-S

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.
NIT/JKMSCL/Med-Fluids/2016/26 Dated :16-07-2016 for supply of Drugs, Medicines and Fluids for the
period 2016-17 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 Fluids 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-T

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:

ANNEXURE – V

Details Manufacturer / Direct Importers Format

Name of the Tenderer & Full Address :

PAN Number :

Phone Nos. :

Fax :

Website :

E-Mail :

Date of Inception :

Drug manufacturing/ Dealing 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-W

Format-Authorized Representatives/Agents of Original Manufacturer/Direct Importer

To

Dear Sir,

Bid Reference No:

I/ We _____ the Original Manufacturers/ Direct Importers of having factories/ Registered office atpossessing Manufacturing/ Import License No _____ (Copy enclosed), do hereby authorize M/s _____ (Name _____ and _____ Address of authorized Representative) to submit a bid, and subsequently negotiate to raise invoice to receive payments on behalf of our firm, subject to the condition that I / we, the original Manufacturer/Direct Importer of the bidding items and our authorized representative/ Agent M/s _____ are ready to execute Tripartite agreement with the Corporation i.e., JKMSCL stating inter-alia that:-

1. The invoice submitted by the distributor for such supplies shall be endorsed by me /us i.e. the original Manufacturer/Direct Importer of bidding items and original copy of the delivery challan of Manufacturer's towards distributor for such supplies shall also be endorsed along with invoice submitted by our Authorized Representative.
2. JKMSCL, may secure an e-mail /alternative confirmation for authenticity of such supplies from Manufacturer/Direct Importer, before releasing the payment, which we are committed to provide.
3. The payment shall however be released on the terms and conditions of tripartite agreement to be signed between JKMSCL, Original Manufacturer / Direct Importer and the authorized representative of Original Manufacturer / Direct Importer of the bidding items for such supplies made by the authorized representative, on behalf of me / us
4. No company or Firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender for the state of J&K.

I / we, further agree to comply with the conditions specified under Clause2 (a) –Eligibility Conditions, of the tender document.

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

Yours faithfully

(Name)

For and on behalf of M/s _____

(Name of Manufacturer / Direct Importer)

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

(On firm's letter head)

Format of Affidavit for EM-II

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

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

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

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

Place.....

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

Annexure X (a)

Latest Existence Certificate to be issued by the Competent Authority.

Guidelines for Registration/ Empanelment are as under:

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

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

1	Format regarding original Manufacturer /Direct Importer
2	Documentary evidence for the constitutions of firm & article of association of company.
3	The instruments such as power of attorney, resolution of board etc.
4	Duly attested photocopy of License issued by the Licensing Authority/import license Form 10.
5	Market Standing Certificate issued by the Licensing Authority Not Less than Three Years, duly notarised.
6	Non Conviction Certificate issued by the Drugs Controller (Latest).
7	Good Manufacturing Practices Certificate/ISO/WHO/CGMP.
8	Product permission of quoted Products by the licensing authority.
9	Detail of Warehouses.

10	Details of Technical personnel employed in the manufacture and testing.
11	Details of Manufacturing Unit.
12	Cold Chain Transporting System Declaration.
13	Proforma for Performance Statement.
14	Annual Turnover Statement for Last 3 Years duly attested by CA.
15	Copies of balance sheet & profit loss account for three years duly attested by CA.
16	Sales Tax/VAT clearance certificate.
16	Copy of PAN Card of firm.
17	Copy of TIN No.
18	Latest Income Tax Return of financial year.
Dealer	
1	Letter of Authorization from the original Manufacturer/ Direct Importer with attested sign /photo of authorized signatory.
2	Photocopy of valid Drug License issued by Licensing Authority.
3	Non Conviction Certificate Drug controller/Licensing Authority.
4	Constitution of the firm.
5	PAN Card.
6	Pertaining to manufacturing documents.

FORMAT FOR REGISTRATION OF MANUFACTURERS / SSI UNIT

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

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

IFSC Code _____ **Date of drawal** _____

valid upto _____

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

7. CHECK LIST:

1	Format regarding original Manufacturer /Direct Importer
2	Documentary evidence for the constitutions of firm & article of association of company.
3	The instruments such as power of attorney, resolution of board etc.
4	Duly attested photocopy of License issued by the Licensing Authority/import license Form 10.
5	Market Standing Certificate issued by the Licensing Authority Not Less than Three Years, duly notarised.
6	Non Conviction Certificate issued by the Drugs Controller (Latest).
7	Good Manufacturing Practices Certificate/ISO/WHO/CGMP.
8	Product permission of quoted Products by the licensing authority.

9	Detail of Warehouses.
10	Details of Technical personnel employed in the manufacture and testing.
11	Details of Manufacturing Unit.
12	Cold Chain Transporting System Declaration.
13	Proforma for Performance Statement.
14	Annual Turnover Statement for Last 3 Years duly attested by CA.
15	Copies of balance sheet & profit loss account for three years duly attested by CA.
16	Sales Tax/VAT clearance certificate.
16	Copy of PAN Card of firm.
17	Copy of TIN No.
18	Latest Income Tax Return of financial year.

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

8. **Certified that the information(s) furnished above is/are correct and nothing has been concealed to best of my knowledge. I/we shall be held personally responsible for any wrong information(s).**

FORMAT FOR REGISTRATION OF DEALERS / IMPORTER

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

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

IFSC Code _____ **Date of drawal** _____

valid upto _____

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

7. CHECK LIST:

Dealer	
1	Letter of Authorization from the original Manufacturer/ Direct Importer with attested sign /photo of authorised signatory.
2	Photocopy of valid Drug License issued by Licensing Authority.
3	Non Conviction Certificate Drug controller/Licensing Authority.
4	Constitution of the firm.
5	PAN Card.
6	Pertaining to manufacturing documents.

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

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

(On Firm's letter head)
Memorandum of Appeal

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

Before the..... (appellate authority)

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

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

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

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

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

6. Ground of appeal:

.....

.....

..... (supported by an affidavit)

7. Prayer:.....

.....

.....

Place
Dated

Appellant's signature

(On firm's letter head)

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

Subject: - Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: _____
 RATE CONTRACT NO & DATE _____
 NAME OF ITEM _____

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

(SIGNATURE OF SEAL OF FIRM)

NOTE:-

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