



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)



**E-BID FOR THE RATE CONTRACT FOR SUPPLY OF AYURVEDIC / UNANI
CLASSICAL & PATENT MEDICINES**

**E BID FOR THE PROCUREMENT OF AYURVEDIC / UNANI CLASSICAL & PATENT
MEDICINES**

(Reference No: JKMSCL/Ayd/Unani/ Med /2017/130) Dated: 18-01-2017

LAST DATE OF SUBMISSION OF ONLINE BIDS: 25-02-2017 up to 1600 hrs



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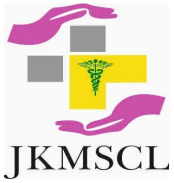
No: JKMSCL/Ayd/Unani/ Med /2017/130

Dated: 18-01-2017

NOTICE INVITING BID

1. On Behalf of The Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid and Financial bid) is invited for the finalization of Rate Contract for the procurement of **Ayurvedic / Unani Classical & Patent Medicines** from the Original Manufacturers/Direct Importers/Authorized Representatives. 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 of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs. 5,000/- (Rupees five thousand only) as cost of tender & Rs.5,000/- (Rupees Five thousand only) as tender processing fee shall have to be paid either through NEFT in the Corporation's bank A/C No- **0373040500000032** maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no. and submission /uploading Bank transfer/deposit receipt as documentary proof along with other documents.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.



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No. JKMSCL/Ayd/Unani/ Med /2017/130

Dated: 18-01-2017

1. e-bid under two covers are invited from JKMSCL empanelled/ registered Original Manufacturers/ Direct Importers/ Authorized representatives 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 Rate Contract for the procurement of **Ayurvedic / Unani Classical & Patent Medicines**.
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
03.02.2017	07.02.2017	25.02 .2017	25.02.2017	27.02.2017

3. A Pre-Bid Meeting shall be held as per column No. 1 of the above schedule at **1400 Hrs on 03.02.2017** 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 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. Detailed particulars of the (list of) **Ayurvedic / Unani Classical & Patent Medicines** & 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.jknhm.com.
6. The bid shall only be submitted through e-procurement portal of J&K Government i.e. www.jktenders.gov.in.
7. 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/- (Rupees Five thousand only) shall have to be paid either through NEFT in the (JKMSCL)Corporation's bank A/C No-

0373040500000032 maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no. and submission /uploading Bank transfer/deposit receipt as documentary proof. **EMD of Rs.1,00,000/-** (Rupees One lac only) should be submitted in the form of CDR/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 MD 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 Hard Copies & Financial Instruments of uploaded documents well in advance from the last date for bid submission. The bidders shall submit/upload scanned copies of Bank Receipt (for tender charges and EMD instrument) in Technical Bid (Cover-A).

8. The technical bids shall be opened at Jammu Corporate Office of JKMSCL on **24.02.2017** in the presence of the Bidders or their representatives who may wish to be present.
9. No queries / representations shall be entertained after the pre-bid meeting.

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 newspaper / 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 of 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 notification for Registration/Empanelment of the Original Manufacturers/Direct Importers/ Authorized Representative(s) for Ayurvedic/Unani Medicines has already been issued on the official website of JKMSCL on 12-01-2017. The registration shall close seven days prior to the opening of Technical Bid.
2. The bidders who are registered with the JKMSCL need not to attach documents with Technical bid which they have already submitted at the time of their Registration. The whole responsibility lies with the Original Manufacturers/Direct Importers/ Authorized Representative(s) to keep their registration updated and valid as the validity of the registration shall end with the expiry of concerned document.
3. Do not quote the products manufactured on Loan license basis / P2P Arrangement (Principle-to-Principle Arrangement).
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. Bid in the shape of hard copy and bank receipts/ Financial Instrument received after prescribed date and time shall not be considered.
8. A Pre-Bid Meeting shall be held at 1400 Hrs on 03.02.2017 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 queries on any matter that may be raised at that time of pre-bid meeting 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(s) regarding issues and queries which are discussed in pre bid meeting shall be submitted within two days after pre bid meeting. Representation(s) received after two days of pre bid meeting 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 the bidder is given any assurance of any advantage in JKMSCL by anybody or if the bidder is directly or indirectly threaten or intimated of harming his bidding & subsequent work in JKMSCL, the same may please be informed immediately to MD JKMSCL or GM (Adm) JKMSCL 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. Original manufacturer/Direct Importer should authorize only those persons for bidding directly for them, who are employed in their Company on salary basis. However, Original Manufacturer(s)/ Direct Importer(s) can authorize a Representative(Authorized representative) to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Original 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 Representative(in original).

10.2. Original Manufacturer / Direct Importer should not authorize their Representative(Authorized Representative) 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 Representative for JKMSCL. In case the Original Manufacturer/Direct Importer authorizes more than one Dealer / Supplier to represent the Original Manufacturer / Direct Importer for bidding / raising invoice / receiving payments, etc. the bid submitted by/on behalf of Original Manufacturer/ Direct Importer shall be rejected.

10.4 The Original Manufacturer/ Direct Importer and Authorized Representative shall have to enter into tripartite agreement with JKMSCL in reference to 10.1 to 10.3 above.

Note: - Direct Importers shall only be permitted if the quoted item is unavailable in domestic circle.

11. Correspondence with the Corporation regarding the bids shall only be entertained through the Authorized Signatory of the firm.

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.jknrh.com. Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**

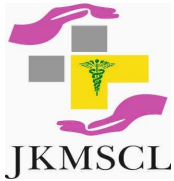
13. It is clarified that the information required in bidding document should be submitted only in Annexures (A to Y) without any change or modification in its formats. Bids submitted with changed or modified Annexures / format shall be rejected.

14. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/ delayed supply shall not be entertained.

15. Wrong quote shall in no case, be permitted. Action as under **clause 22 (vi)** shall be initiated in case of wrong quote.

16. The Samples of the Ayurvedic / Unani Classical & Patent Medicines shall be asked only from those Original Manufacturer/ Direct Importer/ Authorized Representative, who are declared qualified technically by the subcommittee constituted for the purpose of evaluation of bid documents.

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd



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(Bid form is non-transferable)

BID FORM FOR RATE CONTRACT OF AYURVEDIC / UNANI CLASSICAL & PATENT MEDICINES

BID REFERENCE No. JKMSCL/Ayd/Unani/ Med /2017/130

Dated: 18-01-2017

1. Date and time of publishing the bid : 25 -01- 2017 1400Hrs.
2. Start date and time for download the bid document : 25-01-2017 1600 Hrs
3. Last date and time for download the bid document :25-02- 2017 1600 Hrs
4. Clarification Start date : 27-01- 2017 1200 Hrs
5. Clarification end date : 07 -02- 2017 1600 Hrs
6. Pre bid meeting : 03 -02- 2017 1400 Hrs
7. Start date and time for submission of online bids : 25 -01- 2017 1000 Hrs
8. Last date and time for submission of online bids : 25-02- 2017 1600 Hrs
- 9 Last date and time for submission of hard copy of bids : 25 -02- 2017 1600 Hrs
10. Date and time for online opening of technical bids : 27-02- 2017 1100 Hrs
11. Last date and time for registration : 20 -02- 2017 1600 Hrs
12. **PLACE OF OPENING OF BIDS** : Conference hall Corporate Head Office:1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu
13. **Cost of Tender Document** : 5000/- (100/- for SSI Units of J&K State only)
14. **Tender Processing Fee** : 5000/-
Note: Tender Cost and Tender Processing Fee can be transferred/deposited as a single payment of 10000/- for General Category and 5100/- for SSI Units of J&K State).
15. **Bid Security (EMD)** : i. Minimum Rs 1, 00,000/-
ii. For SSI units of J&K state registered with DIC for the Items quoted, shall be Rs 5,000/- only)
16. **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 Telephone: 0191-2580842, Fax: 0191-258184 (Jammu); Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al Farooq Masjid, Srinagar 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 Rate Contract Cum Supply of Ayurvedic / Unani Classical & Patent Medicines, 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 (Original Manufacturer/Direct Importer/ Authorized Representative). 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. 4 (i) (Through FDR/CDR)	
2	Bid / Tender charges (Incl. Tender processing fee)	
3	Documentary evidence for the constitutions of firm & article of association of company i.e. MOA & AOA of the company.	
4	The instruments such as power of attorney, resolution of board etc.	
5	Valid Drug License issued by the Licensing Authority/Import License Form 10.	
6	Certificate issued by respective controlling cum Licensing Authority to the extent of categories of Drugs or dosage forms permitted.	
7	Product permission by the licensing authority for the products to be quoted.	
8	Valid permission/License for the use of Psychotropic/Narcotic/Wild Life origin substances as ingredient of tendered/quoted medicines from the concerned Authorities if applicable.	
9	Photocopy of Import Export Certificate and Permission/Authorization for sale from the foreign principal manufacturer (Authorization Letter of Principal Company con. No. 4 (vii)	
10	Copy of Central Excise Registration , if applicable	
11	Market Standing Certificate issued by the Licensing Authority Not Less than Three preceding Years. clause 4(ix)	
12	Valid GMP/ISO/WHO/CGMP Certificate(s).	
13	Average Annual Turnover Statement for Last 3 financial Years i.e. 2013-14, 2014-15 & 2015-16 from the competent assessing authority of centre /state Govt.	

14	Copies of audited balance sheet & profit loss account for last three financial years from assessing Centre/state Govt. Authority.	
15	Drug Manufacturing Unit Registration certificate issued by DIC/Competent Authority for manufacturing of tendered items.(Clause 4(xii))[(a) & (b)]	
16	Latest Unit Existence Certificate issued by the competent authority (Issued not before 6 months).	
17	Latest Income Tax Return of financial year 2015-16.	
18	Latest Non Conviction Certificate issued by the Controller, Drugs & Food Control Organization of the respective state (Issued not before 6 months).	
19	Copy of PAN Card of firm (Self Attested)	
20	Copy of TIN No. (Self Attested)	
21	Details of Technical personnel employed in the manufacturing and testing.	
22	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.	
23	Corrigendum/modification/clarification uploaded with bid document (if applicable)	
24	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	1.....(Name & Signature) 2..... 3.....
25	Declaration cum Checklist (Annexure-A)	
26	Terms & Conditions of bid and Rate Contract (Annexure-B)	
27	List of medicine(Annexure-C)	
28	Detail of Warehouses of Original Manufacturer /Direct Importer/Authorized Representative.(Annexure-D)	
29	Details of Manufacturing Unit. (Annexure-E)	
30	Performa for Performance Statement. (Annexure-F)	
31	Sales Tax/VAT clearance certificate upto March 2016 (Annexure G)	
32	Format regarding Authorized Representative of Original Manufacturer/Direct Importer.(Annexure H)	
33	Undertaking for embossment of Logo Annexure I	
34	Non-Judicial Stamp Paper of Rs. 10/- on Annexure J	
35	Declaration regarding financial bid. Annexure K	
36	Declaration regarding Non Blacklisting pledged before 1 st class Judicial Magistrate. Annexure L	
37	Declaration regarding No/wrong Information given. Annexure M	
38	Details of Manufacturer/ Direct Importer. Annexure N	
39	Declaration regarding Sale Price. Annexure O	
40	Performa of Financial bid for quoted items. Annexure P	
41	Undertaking regarding validity of quoted rates. Annexure Q	
42	Declaration regarding not quoting the item with ingredients of Psychotropic/Narcotic/Wild Life origin substance.. Annexure R	

43	Performa for packing specifications. Annexure S	
44	Format of Affidavit for EM-II. Annexure T	
45	Tri-partite Agreement on Rs100/- non judicial stamp paper (Affidavit) Annexure U	
46	Letter of authorization for tri-partite agreement. Annexure V	
47	Declaration. Annexure W	
48	Format for Memorandum of Appeal. Annexure X	
49	Format for Consolidated Contract Completion Report. Annexure Y	

Note:

1. 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 submitted with the technical bid.
2. The Annexures Q, S, U and Y are required to be submitted after the finalization of contract.
3. In case the manufacturing unit is more than one (1), the bidder shall have to mention all the manufacturing units wherever applicable and provide the related document separately.

Date

Name and Signature of Bidder with seal

TERMS & CONDITIONS OF BID AND RATE CONTRACT

N.B:-BIDDER SHOULD READ TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE SUBMITTING THEIR TENDERS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS, CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER NOTICE, HE SHOULD REFER THESE TO THE MANAGING DIRECTOR JKMSCL OR GM (ADM) JKMSCL, BEFORE SUBMITTING BID(S) AND OBTAIN CLARIFICATIONS ON OR **BEFORE 07-02-2017**. THE DECISION OF THE MD, JKMSCL SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

General terms & conditions:-

1. E-Tender shall have to be downloaded by or before **25-02-2017** up to 1600 hrs as per schedule (Col No 3) on JK portal www.jktenders.gov.in for finalization of Rate contract for the Supply of **Ayurvedic / Unani Classical & Patent Medicines** for a period of 24 months.
2. Bids shall have to be submitted / uploaded on J&K State tender portal, www.jktenders.gov.in and hard copies along with financial instruments should reach this office **before 25-02-2017**.
3. The Original Manufacturer(s) / Direct Importers with an **Average Annual Turnover of Rs. 10.00 Crores**, for the last three financial years, (**in case of SSI units of J&K State average turnover of Rs.02.00 crore**) shall be eligible to participate in the bid. Supplies shall be affected directly by the Original Manufacturers, Direct Importers, besides through Authorized Representatives, strictly as per Point No 10{(i) to (iv)} given under the heading **Instructions to Bidder** in the tender.

Note: - Direct Importers shall only be permitted if the quoted medicine is unavailable in the domestic circle in other words if the medicine is available in domestic circle then the direct importer will not be permitted to quote.

4. **The Bidder should submit along with the bids the following certificates for the items Bids:-**
 - (i) 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/- (Rupees Five thousand only) shall have to be paid either through NEFT in the Corporation's bank **A/C No-0373040500000032** maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no. and submission /uploading Bank transfer/deposit receipt as documentary proof. **EMD of Rs.1,00,000/-** (Rupees One lac only) should be submitted in the form of CDR/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.
 - (ii) Documentary evidence for the constitutions of firm & article of association of company i.e. MOA & AOA of the company.
 - (iii) The instruments such as Power Of Attorney, Resolution of Board etc.

- (iv) Valid Drug License issued by the Licensing Authority/Import License Form 10.
- (v) The firm should provide a certificate duly issued by the competent authority i.e. respective controlling cum Licensing authority to the extent of categories of drugs or dosage forms permitted.
- (vi) The firm shall submit Product permission document(s) approved by the licensing authority for the products to be quoted and the items quoted shall be clearly highlighted in the approved list/product permission list.
- (vii) The firm shall enclose the Permission/License for the use of Psychotropic/Narcotic/Wild Life origin substances as ingredient of tendered/quoted medicines from the concerned Authorities, if applicable.
- (viii) In case of imported items notary attested photocopy of Import License & License for sales issued by concerned 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.
- (ix) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central Excise Act.
- (x) Market Standing Certificate issued by the Licensing Authority Not Less than Three preceding Years
- (xi) Valid GMP/ISO/WHO/CGMP Certificate(s).
- (xii) Copies of Audited Balance Sheet & Profit Loss account for the last three Financial years (2013-14,2014-15& 2015-16) duly attested by CA.
- (xiii) Drug Manufacturing Unit Registration certificate issued by DIC/Competent Authority for manufacturing of tendered items.

(a) **For micro & Small units (SSI units):**

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.

(b) **For Medium & Large Units and outside State/India Units:**

Unit registration by any other statutory competent authority for manufacturing of the tendered item.

- (xiv) Latest Unit Existence Certificate issued by the competent authority (Issued not before 6 months).

Note: In case the manufacturing unit is more than one (1), Unit Existence certificate along with all other relevant Documents (i.e. GMP, Licence, Registration etc.) shall be enclosed.

- (xv) 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.

(xvi) 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.

(xvii) Latest Income Tax Return of financial year 2015-16.

(xviii) Latest Non Conviction Certificate issued by the Controller, Drugs & Food Control Organization of the respective state (Issued not before 6 months).

(xix) Copy of Pan Card of the firm. (Self Attested)

(xx) Copy of TIN No. (Self Attested)

(xxi) Details of Technical personnel employed in the manufacturing and testing.

(xxii) Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.

(xxiii) Corrigendum/modification/clarification uploaded with bid document (if applicable)

(xxiv) 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.....

(xxv) The signed & sealed 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 except copy of PAN card & Tin No which shall be self attested. **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) or (B)
- (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.

5. Financial Bid duly filled as per **Annexure-"P"** giving the rates for Quoted items should be submitted through portal www.jktenders.gov.in(**only on BOQ**).It should not be disclosed in **Technical bid**.

NOTE:

- (A) **VAT or CST** should be mentioned clearly &separately.
- (B) If the **VAT or CST** is exempted it should be specified in **Annexure 'P'**.
- (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.
6. 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 qualifies the technical bid fulfilling all its terms & conditions.
7. (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. The contractor in respect of the contract shall accept no new partner /partners in the Firm 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.
8. 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-P**).
9. **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) of J&K State 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 of J&K State 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.

10. FORFEITURE OF BID SECURITY:-

The bid security will be forfeited in the following cases:

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

11. GUARANTEE CLAUSE:-

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 purchaser i.e JKMSCL will be entitled 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.

12. MARKING

All the items should bear "JKMSCL ISM HOSPITAL SUPPLY (2016-18) 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.

13. RATES AND COMPARISON OF RATES:

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

- (i) Comparison of Rates:-In comparing the rates tendered by firm claiming the price preference

operating in the state of J&K and those of other firms / companies not entitled to Price Preference, the element of Sales Tax shall be excluded.

- (ii) Delivery should be given as directed by 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. 7 of the Financial Bid (**Annexure-P**). 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, 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-P, (BOQ)**] should not be different from the original tender specifications; otherwise, bid may liable to be rejected.

14. 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 FA/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 twenty four 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.

15. Samples

- A) The Samples of the **Ayurvedic / Unani Classical & Patent Medicines** shall be asked only from those Original Manufacturer/ Direct Importer/ Authorized Representative, who are

declared qualified technically by the subcommittee constituted for the purpose of evaluation of bid documents.

- B) Three units of samples of each medicine as sold in the open market to be submitted by the stipulated date & time, with stamping ` JKMSCL ISM HOSPITAL SUPPLY (2016-18) 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) to be submitted in the sample box. Failure to do so, it shall entail your tender being ignored.

Note:-

If tender sample expires prior to the validity of rate contract / during extended period, last supplied medicine of that particular medicine, approved by medicine Inspection Committee, shall be kept as control sample replacing the expired sample.

- C) Each & every sample shall have to be accompanied with quality testing and Analytical report/certificate(s) from NABL accredited Labs /Govt. of India/Department of AYUSH approved Lab showing the medicine free from Aflatoxins, microbial Load & level of Heavy metals within permissible limits.
- D) Samples without required reports/Certificate(s) as given above at 15(c) shall not be accepted and accordingly the sample of respective medicine shall out rightly be rejected.
- E) The bidders can print the name of the medicine, ingredients used etc in English and Hindi/Urdu in respect of the samples to be submitted. As far as supply is concerned, it should be printed in English and Hindi (optional Urdu) for Ayurvedic Medicines , whereas in case of Unani medicines it should be printed in English and Urdu (optional Hindi),both on label as well as the literature.
- F) The unsuccessful bidders can claim their samples submitted with JKMSCL within three months after the rate contract is issued; otherwise those samples will become the property of JKMSCL which shall be used/ destroyed.

16. Life Period:-

A) Life periods of different forms of medicines

- i) In case of supply of Kwath (Churna & Pravahi) Churna , Avaleha , Paka, Guti, Vati, Ghrit, and as well as preparation containing such deteriorating elements the supply should have been manufactured within two months from the date of supply .
- ii) Asava & Arishtas preparations should be at least three months older at the time of supply .
- iii) The manufacturing date , batch no, and main composition must be written clearly on each bottle , packets and tins etc in respect of each lot offered by tenderer against the contract. The batch no and manufacturing date must be incorporated on tube also as per outer cover (Carton i.e. Primary, Secondary & tertiary packing).

- B) The Drugs/Medicines and other related items to be supplied must have **more than $\frac{3}{4}$ SHELF LIFE at the time of receipt of supplies** in the stores.

17. Quality Assurance of Samples/Supply:

- (i) 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 1940 & rules issued from time to time till date thereof.

- (ii) Each and every medicine to be supplied by the firm should have a batch wise test report from NABL accredited or Govt. of India or Department of AYUSH approved Laboratory showing:
 - (a) The levels of Heavy metals within the permissible limits.
 - (b) Absence of Aflatoxins.
 - (c) Absence of Microbial Load carrying Capacity
- (iii) Each & every Medicine to be supplied shall have to be accompanied with quality testing and Analytical report/certificate(s) from NABL accredited Labs /Govt. of India/Department of AYUSH approved Lab showing the medicine free from Aflatoxins, microbial Load & level of Heavy metals within permissible limits.

Note: The Copy of NABL accreditation of the laboratory from where the medicines are tested for quality shall be submitted along with documents. Validity of accredited NABL laboratories shall be upto the complete period of contract.

18. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly online to the successful bidders by JKMSCL besides through registered post or e-mail or any other communication media and the date of dispatch or communication, 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, 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 10th 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.
- (vi) Price Preference: Upto 15% price preference to be given to SSI units of J&K State 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.

19. SUPPLY CONDITIONS:

- (i) Purchase orders along with the delivery destinations will be placed on the successful Bidder(s). Supplies of **Ayurvedic / Unani Classical & Patent Medicines** shall initially be for **2 (Two) Divisional Drug Warehouses of JKMSCL F.O.R** Stores at Jammu/Srinagar.
- (ii) 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.
- (iii) **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.
- (iv) 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.
- (v) 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 Ayurvedic/Unani Classical medicines for a period of two succeeding year. Further, the Performance Security Deposit of the supplier shall be forfeited.
- (vi) 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 **Ayurvedic / Unani Classical & Patent 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 per terms & conditions mentioned, apart from terminating the contract for the default and forfeiting the PSD.
- (vii) In case of default as at S.No. (vi) 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.
- (viii) 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.
- (ix) 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 whomsoever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bidding Inviting Authority.

- (x) If the supplier or any approved item 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.
- (xi) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than five years. In case, any bidder(s) quoted less rate / wrong rate, he shall be personally responsible for the same and no representation on this account shall be entertained. In such case, the firm / bidder shall be liable to be blacklisted / debarred for the particular item for a period not less than five years besides forfeiting of EMD equivalent to the contract value of that particular item.

20. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement (**Annexure-Y**) 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-Y**) 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-Y**) 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 month 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.

21. TERMS OF PAYMENT:-

- (i) No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
 - (ii) 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.
 - (iii) The in-charge of Provincial Drug Warehouse shall acknowledge the drugs received & ensure entry in respective records (in e-Aushdhi software online: when commissioned).
 - (iv) All bills/ Invoices should be raised in triplicate and in the case of excisable **Ayurvedic / Unani Classical & Patent Medicines**; 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 Provincial Drug Warehouse.
 - a) Batch wise test report from **NABL or Govt. of India / Department of AYUSH** approved Laboratory.
 - b) The challan /invoice copy pertaining to Provincial Drug Warehouse as per the format given by JKMSCL.
 - c) In case the Authorized Representative is bidding, raising invoice,executing supplies & receiving payment(s) on behalf of Original Manufacturer / Direct Importer; the invoice shall have to attached with the delivery challan in original, prepared/ issued by the Original Manufacturer/Direct importer for the said consignment/ lot 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.
- (v) 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”**.
 - (vi) 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.
 - (vii) 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.
 - (viii) 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 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.

- viii) 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.

22. 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
- (iv) 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).

- (v) Wrong quote shall in no case, be permitted. In case of such quote(s), Action as debarring the supplier for at least 2 years shall be initiated.

23. RECOVERIES:-

- (i) Recoveries of liquidated damages, short supplies, breakage, rejected articles shall ordinarily 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.

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

- (iv) 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.

25. (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, 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.

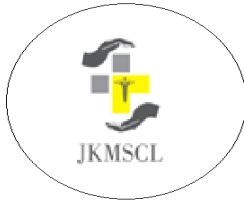
(b) PACKING & LABELING SPECIFICATIONS:

Labels of all the containers of samples as well as of bulk supplies and other cartons, wrappers etc. should be invariably marked in bold letters and in print containing the following details with Logogram as shown below: -

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

(i) DESIGNS FOR LOGOGRAM

Logograms and the words "JKMSCL ISM HOSPITAL SUPPLY (2016-18) NOT FOR SALE" (in cyan blue colour background)



(ii) **LABELING:**

- Name of the firm.
- Name of the medicine.
- Quantity of the medicine.
- Main composition of the medicine.
- In case of ingredients if mentioned, botanical name, quantity of each ingredient and the part used should be mentioned on the labels
- Manufacturing License
- Batch No.
- Book reference in respect to the adopted formulation.
- Date of Manufacturing and date of expiry.
- Caution: -**ōTo Be Taken Under Medical Supervision**

(iii) **PACKING**

- The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause(25a,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.
- All plastic containers should be made of virgin grade plastic and the contents (tablets, capsules, churan etc) shall have to be packed in non-toxic, high grade virgin polythene pouch, sealed at top.
- 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.
- 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.
- All packing containers should strictly conform to be specifications prescribed in there relevant pharmacopoeia/Act.
- Packing should be able to prevent damages or deterioration during transit.
- In the event of items supplied found to be not as per specifications in respect of their packing. The Purchase Authority(JKMSCL) is at liberty to make purchase of the item from any other alternate source 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.

- (iv) **SPECIMEN LABEL FOR OUTER CARTON SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS**
JKMSCL ISM HOSPITAL SUPPLY (2016-18) NOT FOR SALE (Name of Drugs etc.)

Medicine Name: Packing: - Manufacturing Company: - <div style="text-align: center; margin: 10px 0;">  </div> <p style="text-align: center;">JKMSCL ISM HOSPITAL SUPPLY(2016-18) NOT FOR SALE</p>	<p>Batch No:</p> <p>Mfd Date:</p> <p>Exp. Date:</p> <p style="color: red; text-align: center;">Caution: "To be taken under Medical Supervision"</p>
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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 ISM HOSPITAL SUPPLY (2016-18) NOT FOR SALE**” (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.*

- Bids for the supply for **Ayurvedic / Unani Classical & Patent Medicines** 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 labels of packing as per the design mentioned above.
- All the medicines have to be supplied in standard packing. **Affixing of stickers and rubber stamps shall not be accepted.**
- 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 terms and conditions of NIT. Bidders who are not willing to agree to conditions above will be summarily rejected.
- 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 ISM HOSPITAL SUPPLY (2016-18) NOT FOR SALE” and with brand name shall not be accepted. Apart from this, supply should be in cyan blue colour background.

- (v) **SCHEDULE FOR PACKING OF AYURVEDIC / UNANI CLASSICAL & PATENT MEDICINES GENERAL SPECIFICATIONS**

- No corrugate package should weight over 15kgs (i.e. product + Inner carton + 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.

(C) CARRY STRAP:

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

(i) LABEL:

- Every corrugated box should carry a large outer label clearly indicating that the product is for **“J&K MEDICAL SUPPLIES CORPORATION LTD ISM HOSPITAL Supply (2016-18) NOT FOR SALE”**. The Product label on the cartoon 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.

(ii) OTHERS:

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

(iii) SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES

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

(iv) 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.

(v) SPECIFICATION FOR LIQUID 100 ML & BELOW

- 100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, BOTTOM and centre paid 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.

26. QUALITY TESTING

1. Sampling of supplies from each batch will be done at the point of supply or

distribution/storage points for testing of Heavy Metals, Aflatoxins & Microbial Contamination. (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. Samples from the supplies would also be sent to different JKMSCL empanelled Drug Testing and Analytical Laboratories/IIIM Accredited Labs for tracing /detecting the quantity of main ingredients present in that medicine. The samples may also be drawn periodically during the shelf life period to ascertain the quality / potency of medicine(s). 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 21

27. 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 (i) and (ii) 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.

28. 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.

29. 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.

30. PARALLEL RATE CONTRACT:

The JKMSCL is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof. 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 **Ayurvedic / Unani Classical & Patent Medicines** as per department's requirements.

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
- (ii) Orders will be placed with lowest (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.
- (iv) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v) JKMSCL will inform the L-1 rate to the Bidders who had qualified for Price Bid (Cover-B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders, who agree to match L-1 rate, will be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Basic 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 them 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. It should be at the cost & risk of the approved 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.

31. VALIDITY OF TENDER:

Tender shall be valid for a period of two 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.

32. 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.

33. 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.

34. 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.

35. ARBITRATION

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

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

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

35.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 34.2.1, furnish:

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

35.2.3 Within thirty days of issuance of notice by any party pursuant to para 35.2.1 or para 35.2.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.

35.3 Dispute Resolution: Besides, as referred above in para 35.2.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator

proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.

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

36. 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.

37. 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.

- 38.** (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.
- 39.** 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 38 (iii), above.
 - (f) M.D., 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.
- 40.** 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.
- 41.** (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.
42. 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.
43. 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.
44. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
45. 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.
46. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
47. **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.
48. **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.
49. **APPLICABILITY OF CLAUSES:-**All the clauses from 1 to 49 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.

A. 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.

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 S

List of Ayurvedic & Unani Classical Medicines

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
A.	List of Ayurvedic Classical Medicines			
1	AAROGYAVARDINI VATI	AMC001	10 gms	495000x10 gm
2	BRAHMI VATI	AMC002	10 gms	495000x10 gm
3	CHANDERAPRABHA VATI	AMC003	10 gms	495000x10 gm
4	CHITRAKADI VATI	AMC004	10 gms	495000x10 gm
5	GHANDHAK RASAYAN	AMC005	10 gms	495000x10 gm
6	KANKAYAN VATI	AMC006	10 gms	495000x10 gm
7	KANTHSUDHAR VATI	AMC007	10 gms	495000x10 gm
8	KHADIRADI VATI	AMC008	10 gms	495000x10 gm
9	KUTAJAGHAN VATI	AMC009	10 gms	495000x10 gm
10	LASHUNADI VATI	AMC010	10 gms	495000x10 gm
11	LAVANGADIVATI	AMC011	10 gms	495000x10 gm
12	PRANDA GUTIKA	AMC012	10 gms	495000x10 gm
13	PRABHAKAR VATI	AMC013	10 gms	495000x10 gm
14	PUNARNAVA MANDLOOR	AMC014	10 gms	495000x10 gm
15	RAJAHPRAVARATINI	AMC015	10 gms	495000x10 gm
16	SANJIVANI VATI	AMC016	10gms	495000x10 gm
17	SARPANGANDHA VATI	AMC017	10 gms	495000x10 gm
18	SHANKH VATI	AMC018	10 gms	495000x10 gm
19	SHOOLVAJRANI VATI	AMC019	10 gms	495000x10 gm
20	SUDARSHAN GHAN VATI	AMC020	10 gms	495000x10 gm
21	AMLA CHURANA	AMC021	25gms	412500x25 gm
22	ARJUN CHALL CHURANA	AMC022	25gms	412500x25 gm
23	AVIPATTIKAR CHURANA	AMC023	25gms	412500x25 gm
24	BILWADI CHURANA	AMC024	25gms	412500x25 gm
25	HARITAKI CHURANA	AMC025	25gms	412500x25 gm
26	HINGWASHTAK CHURANA	AMC026	25gms	412500x25 gm
27	KAMILA CHURANA	AMC027	25gms	412500x25 gm
28	LAVANA BHASKARA CHURANA	AMC028	25gms	412500x25 gm
29	PANCHSAKAR CHURANA	AMC029	25gms	412500x25 gm
30	PUSHYANUGA CHURANA	AMC030	25gms	412500x25 gm
31	SHIVA KSHARA PACHANA CHURANA	AMC031	25gms	412500x25 gm
32	SITOPALADI CHURANA	AMC032	25gms	412500x25 gm
33	TALISADI CHURANA	AMC033	25gms	412500x25 gm
34	TRIPHLA CHURANA	AMC034	25gms	412500x25 gm
35	YASHTIMADHU CHURANA	AMC035	25gms	412500x25 gm
36	DASHANGA LEPA	AMC036	25gms	412500x25 gm
37	AMRITARISHTA	AMC037	200ml	495000x200 ml
38	ARJUNARISHTA	AMC038	200ml	495000x200 ml
39	ABHAYARISHTA	AMC039	200ml	495000x200 ml
40	ARVINDASAVA	AMC040	200ml	495000x200 ml
41	ASHOKARISHTA	AMC041	200ml	495000x200 ml
42	ASHVAGANDHARISHTA	AMC042	200ml	495000x200 ml

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
43	CHANDANASAVA	AMC043	200ml	495000x200 ml
44	DASHAMULARISHTA	AMC044	200ml	495000x200 ml
45	DRAKSHARISHTA	AMC045	200ml	495000x200 ml
46	LODHRASAVA	AMC046	200ml	495000x200 ml
47	LOHASAVA	AMC047	200ml	495000x200 ml
48	KANAKASAVA	AMC048	200ml	495000x200 ml
49	KUMARYASAVA	AMC049	200ml	495000x200 ml
50	PUNARNAVASAVA	AMC050	200ml	495000x200 ml
51	SARASVATHARISHTA	AMC051	200ml	495000x200 ml
52	VIDANGAARISHTA	AMC052	200ml	495000x200 ml
53	MAHAMANJISHTHADI KWATH	AMC053	200ml	495000x200 ml
54	MAHARASNADI KWATHA	AMC054	200ml	495000x200 ml
55	VARUNADI KWATHA	AMC055	200ml	495000x200 ml
56	VASA AVALEH	AMC056	50gms	495000x50 gm
57	KANTAKARI AVALEH	AMC057	50gms	495000x50 gm
58	SUPARI PAK	AMC058	50gms	495000x50 gm
59	AMRITADI GUGGULU	AMC059	10gms	990000x10 gm
60	GOKSHURADI GUGGULU	AMC060	10gms	990000x10 gm
61	KAISHORA GUGGULU	AMC061	10gms	990000x10 gm
62	KANCHNARA GUGGULU	AMC062	10gms	990000x10 gm
63	MAHA YOGRAJ GUGGULU	AMC063	10gms	990000x10 gm
64	SINGHNATH GUGGULU	AMC064	10gms	990000x10 gm
65	TRIPHALA GUGGULU	AMC065	10gms	990000x10 gm
66	TRYODASHANG GUGGULU	AMC066	10gms	990000x10 gm
67	YOGARAJA GUGGULU	AMC067	10gms	990000x10 gm
68	ARSHAKUTHAR RAS	AMC068	5 gms	495000x5 gm
69	CHANDRAMRITA RASA	AMC069	5 gms	495000x5 gm
70	KAF KETU RASA	AMC070	5 gms	495000x5 gm
71	KAMDUGDHA RASA	AMC071	5 gms	495000x5 gm
72	KAPURA RASA (Ahifen ukt)	AMC072	5 gms	495000x5 gm
73	MRITYUNJA RASA	AMC073	5 gms	495000x5 gm
74	NARDIYA LAKSHMI VILAS RASA	AMC074	5 gms	495000x5 gm
75	SHIRA SHOOLADI VAJAR RAS	AMC075	5 gms	495000x5 gm
76	SHWAS KUTHAR RASA	AMC076	5 gms	495000x5 gm
77	SOOTSHEKAR RAS	AMC077	5 gms	495000x5 gm
78	TRIBHUVAN KIRTI RASA	AMC078	5 gms	495000x5 gm
79	ZEHAR MOHARA PISHTI	AMC079	10 gms	247500x10 gm
80	MUKTASHUKTI PISHTI	AMC080	10 gms	247500x10 gm
81	KEHARVA PISHTI	AMC081	10 gms	247500x10 gm
82	ABHRAKA BHASAMA	AMC082	10gms	247500x10 gm
83	GODANTI BHASAMA	AMC083	10gms	247500x10 gm
84	MAYUR PUCH BHASMA	AMC084	10gms	247500x10 gm
85	SHANKHA BHASAMA	AMC085	10gms	247500x10 gm
86	TANKANA BHASAMA	AMC086	10gms	247500x10 gm
87	ANU TAILA	AMC087	50 ml	495000x50 ml

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
88	DHANWANTAR TAILA	AMC088	50 ml	495000x50 ml
89	ERAND TAILA	AMC089	50 ml	495000x50 ml
90	KSHEERBALA TAILA	AMC090	50 ml	495000x50 ml
91	JATAYADI TAILA	AMC091	50 ml	495000x50 ml
92	MAHANARAYAN TAILA	AMC092	50 ml	495000x50 ml
93	MAHAMASH TAILA	AMC093	50 ml	495000x50 ml
94	MARICHYADI TAILA	AMC094	50 ml	495000x50 ml
95	PINDA TAILA	AMC095	50 ml	495000x50 ml
96	SHADABINDU TAILA	AMC096	50 ml	495000x50 ml
97	DHATRI LOH	AMC097	10gms	247500x10 gm
98	SAPTAMRIT LOH	AMC098	10gms	247500x10 gm
99	NAVAYAS LOH	AMC099	10gms	247500x10 gm
100	SATVA GILOY	AMC100	10gms	247500x10 gm
101	KSHARSUTRA (Medicated Thread)	ASC101	1 tube	2000 Tubes
B.	List of Unani Classical Medicines			
102	ITRIFAL-E - USTUKHUDDOOS	UMC102	50gms	331920
103	ITRIFAL-E- ZAMANI	UMC103	50gms	331920
104	ITRIFAL-E- MULAYIN	UMC104	50gms	92200
105	ITRIFAL-E- DEEDAN	UMC105	50gms	46100
106	ITRIFAL-E- GHUDADI	UMC106	50gms	331920
107	ITRIFAL-E- MUQAWWI DIMAGH	UMC107	50gms	165960
108	ITRIFAL-E- KISHNEEZI	UMC108	50gms	342720
109	ITRIFAL-E- SHAHTRA	UMC109	50gms	342720
110	ARQ KASNI	UMC110	200ml	110640
111	ARQ-E- BADIYAN	UMC111	200ml	110640
112	ARQ -E- ZEERA	UMC112	200ml	110640
113	ARQ -E- MAKO	UMC113	200ml	110640
114	ARQ-E- GAOWZABAN	UMC114	200ml	110640
115	ARQ-E- AJWAYIN	UMC115	200ml	110640
116	ARQ-E- BARANJASIF	UMC116	200ml	110640
117	ARQ -E- MURAKAB MUSAFI KHOON	UMC117	200ml	110640
118	ARQ -E- USHBA	UMC118	200ml	110640
119	JAWARISH-E- JALINOOS	UMC119	50gms	165960
120	JAWARISH -E- ANARAIN	UMC120	50gms	165960
121	JAWARISH -E- TAMAR HINDI	UMC121	50gms	165960
122	JAWARISH6E- ZANJABEEL	UMC122	50gms	165960
123	JAWARISH 6E-SHAHI	UMC123	50gms	165960
124	JAWARISH6E-MASTAGI	UMC124	50gms	165960
125	JAWARISH6E- KAMOONI	UMC125	50gms	165960
126	JAWARISH 6E-BISBASA	UMC126	50gms	165960
127	JAWARISH6E- ZAROONI SADA	UMC127	50gms	165960
128	JAWARISH6E- AMLA SADA	UMC128	50gms	165960
129	JAWARISH6E-MUQAWWI 6E-MEDA	UMC129	50gms	165960
130	HABB-E- ASGAND	UMC130	30 PILLS	165960
131	HABB-E- MUSSAFI-E- KHOON	UMC131	30 PILLS	331920

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
132	HABB-E- SHIFA	UMC132	30 PILLS	331920
133	HABB-E- AZARAQI	UMC133	30 PILLS	165960
134	HABB -E- SURANJAN	UMC134	30 PILLS	331920
135	HABB-E- PAPITTA	UMC135	30 PILLS	436560
136	HABB-E- KABID-E- NAUSHADRI	UMC136	30 PILLS	571200
137	HABB-E- SURFA	UMC137	30 PILLS	571200
138	HABB-E- ZEEQ-U-NAFAS	UMC138	30 PILLS	463680
139	HABB-E- NAZLA	UMC139	30 PILLS	568320
140	HABB-E- MUQIL	UMC140	30 PILLS	165960
141	HABB-E- PEECHISH	UMC141	30 PILLS	571200
142	HABB-E- BUKHAR	UMC142	30 PILLS	685440
143	HABB-E- RASAUT	UMC143	30 PILLS	165960
144	HABB-E- HILTEET	UMC144	30 PILLS	165960
145	HABB-E- YOGRAJ GUGGAL	UMC145	30 PILLS	553200
146	HABB-E- MUMSIK	UMC146	30 PILLS	553200
147	HABB-E- JADWAR	UMC147	30 PILLS	553200
148	HABB-E- MUQA-UI- MEDA	UMC148	30 PILLS	553200
149	HABB-E- DARD- E- SHIKAM	UMC149	30 PILLS	553200
150	HABB-E- BAWAREER DAMWI	UMC150	30 PILLS	165960
151	HABB-E- BAWAREER BAADI	UMC151	30 PILLS	165960
152	HABB-E- SURANJAN	UMC152	30 PILLS	553200
153	KHAMIRA ABRESHAM SADA	UMC153	50gms	165960
154	KHAMIRA BANAFSHA	UMC154	50gms	165960
155	KHAMIRA GAOZABAN	UMC155	50gms	165960
156	KHAMIRA SANDAL SADA	UMC156	50gms	165960
157	DAWA-UL-MISK MOATDIL	UMC157	50 gms	165960
158	RAUGHAN 6E-SURKH	UMC158	30ml	553200
159	RAUGHAN 6E- BABUNA	UMC159	30ml	553200
160	RAUGHAN 6E-KAMEELA	UMC160	30ml	276600
161	RAUGHAN 6E-QARANFAL	UMC161	30ml	11064
162	RAUGHAN 6E-BAIZ-E- MURG	UMC162	30ml	165960
163	RAUGHAN 6E-NEEM	UMC163	30ml	165960
164	RAUGHAN 6E-QUST	UMC164	30ml	165960
165	RAUGHAN 6E-SURANJAN	UMC165	30ml	165960
166	RAUGHAN 6E-CHAMELI	UMC166	30ml	165960
167	RAUGHAN 6E-GUL	UMC167	30ml	165960
168	RAUGHAN 6E-BADAAM	UMC168	30ml	165960
169	RAUGHAN 6E-BED-ANJEER	UMC169	30ml	165960
170	RAUGHAN 6E-AMLA	UMC170	30ml	165960
171	SAFOOF-E-BARS	UMC171	50 gms	165960
172	SAFOOF-E-MOHAZZIL	UMC172	50 gms	331920
173	SAFOOF-E-ASALSOOS	UMC173	50 gms	165960
174	SHARBAT-E- KHAksi	UMC174	200ml	331920
175	SHARBAT 6E-UNNAB	UMC175	200ml	331920
176	SHARBAT-E- SANDAL	UMC176	200ml	331920

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
177	SHARBAT -E-FAULAD	UMC177	200ml	165960
178	SHARBAT-E-TOOT SIYAH	UMC178	200ml	553200
179	SHARBAT 6E-BELGIRI	UMC179	200ml	165960
180	SHARBAT-E- AHMAD SHAHI	UMC180	200ml	165960
181	SHARBAT-E- HABUL AAS	UMC181	200ml	165960
182	SHARBAT -E- ANJABAR	UMC182	200ml	165960
183	SHARBAT -E- DEENAR	UMC183	200ml	165960
184	SHARBAT-E- ZOOFA MURAKKAB	UMC184	200ml	331920
185	SHARBAT-E- AJAZ	UMC185	200ml	331920
186	SHARBAT-E- BAZOORI MOTADIL	UMC186	200ml	331920
187	SHARBAT-E- NELOFAR	UMC187	200ml	331920
188	SHARBAT-E- BANAFSHA	UMC188	200ml	331920
189	SHARBAT-E- ALOO BALO	UMC189	200ml	331920
190	SHARBAT-E- WARD MUKARAR	UMC190	200ml	165960
191	SIKANJBEEN LEEMONI	UMC191	200ml	165960
192	SIKANJBEEN NANAIE	UMC192	200ml	165960
193	ZIMAD BARAS	UMC193	20gms	110640
194	ZIMAD RAHAT	UMC194	20gms	110640
195	ZIMAD-E-MOHALLIL	UMC195	20gms	110640
196	TIRYAQ-E-NAZLA	UMC196	50gms	165960
197	QRS-E- ANJBAR	UMC197	30 PILLS	110640
198	QRS-E- DEEDAN	UMC198	30 PILLS	110640
199	QRS-E- MUSAKKIN	UMC199	30 PILLS	110640
200	QRS-E- JERYAN	UMC200	30 PILLS	110640
201	QRS-E- MARJAN JAWAHAR WALI	UMC201	30 PILLS	110640
202	QRS -E- SAILAN	UMC202	30 PILLS	110640
203	QRS -E- GULNAR	UMC203	30 PILLS	110640
204	QRS -E- ZIABETUS	UMC204	30 PILLS	331920
205	QRS -E- HAZIM	UMC205	30 PILLS	331920
206	QRS -E- MULAIYIN	UMC206	30 PILLS	331920
207	QRS -E- KAKNAJ	UMC207	30 PILLS	331920
208	QRS -E- QUSHTA ABRAK	UMC208	30 PILLS	165960
209	LAOOQ KATAN	UMC209	50gms	331920
210	LAOOQ BADAAM	UMC210	50gms	331920
211	LAOOQ SAPASTAN KHARYAR SHAMBARI	UMC211	50gms	331920
212	LAOOQ-e- MOTADIL	UMC212	50gms	331920
213	LAOOQ-e- SAPISTAN	UMC213	50gms	331920
214	LAOOQ -e- ZEEQUNAFFAS	UMC214	50gms	331920
215	LAOOQ -e- NAZLI	UMC215	50gms	331920
216	LABOOB KABIR	UMC216	50gms	165960
217	MAJOON-E- SALAB	UMC217	50gms	165960
218	MAJOON -E- ARAD KHURMA	UMC218	50gms	165960
219	MAJOON-E- SANGDANA-E- MURGH	UMC219	50gms	165960
220	MAJOON -E- SURANJAN	UMC220	50gms	165960
221	MAJOON -E- AZARAQI	UMC221	50gms	165960

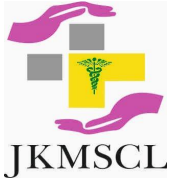
S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
222	MAJOON-E- MOCHARAS	UMC222	50gms	165960
223	MAJOON-E- CHOBCHINI	UMC223	50gms	165960
224	MAJOON 6E-KUNDUR	UMC224	50gms	165960
225	MAJOON-E- JOGRAJ GUGGAL	UMC225	50gms	165960
226	MAJOON-E- FLASIFA	UMC226	50gms	165960
227	MAJOON -E- HAJRUL-YAHOOD	UMC227	50gms	165960
228	MAJOON-E- MUQAWWI MEDA	UMC228	50gms	165960
229	MAJOON-E- USHBA	UMC229	50gms	165960
230	MAJOON -E- DABEED-UL-WARD	UMC230	50gms	165960
231	MAJOON -E- SUPARI PAK	UMC231	50gms	165960
232	MAJOON-E- MUQAWWI-E- RAHEM	UMC232	50gms	165960
233	MAJOON -E- MUQIL	UMC233	50gms	165960
234	MAJOON -E- AQRAB	UMC234	50gms	165960
235	MAJOON -E- SUHAG SONTH	UMC235	50gms	165960
236	MARHAM 6E-QUBA	UMC236	20gms	110640
237	MARHAM 6E-KAFOORI	UMC237	20gms	110640
238	MARHAM HINA`11	UMC238	20gms	110640
239	MARHAM GULABI	UMC239	20gms	110640
240	MARHAM BA w ASEER	UMC240	20gms	110640
241	SATT AJWAIN	UMC241	20 gms	11064
242	SATT PUDINA	UMC242	20 gms	11064
243	SATT KAFOOR	UMC243	20 gms	11064

List of Proprietary/Patent Medicines

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
C.	FOR AILMENT OF RESPIRATORY SYSTEM			
1	ANTI- TUSSIVE SYP	PM001	100ml syp	1009800
2	ANTI- TUSSIVE TAB/CAP	PM002	40 tabs / caps	605880
3	ANTI-ASTHMATIC SYP	PM003	100ml syp	1009800
4	ANTI-ASTHMATIC TAB/ CAP	PM004	40 tabs/ caps	302940
5	ANTI-COLD/DECONGESTANTS SYP	PM005	100ml syp	1009800
6	ANTI-COLD/DECONGESTANTS TAB/ CAP	PM006	40 tabs/ caps	403920
D.	FOR AILMENT OF DIGESTIVE SYSTEM			
7	DIGESTIVE ENZYME SYP	PM007	100ml	1009800
8	DIGESTIVE ENZYME TAB/ CAP	PM008	40 tabs/ caps	403920
9	LIVER TONIC SYP	PM009	100ml	1009800
10	LIVER TONIC TAB/ CAP	PM010	40 tabs/ caps	403920
11	ANTI-DIARRHEAL SYP	PM011	100ml	1009800
12	ANTI-DIARRHEAL TAB/CAP	PM012	40 tabs/ caps	403920
13	ANTACID SYP	PM013	100ml	1009800
14	ANTACID TAB/CAP	PM014	40 tabs/ caps	403920
15	ANTI-SPASMODIC SYP	PM015	100ml	201960
16	ANTI-SPASMODIC TAB/CAP	PM016	40 tabs/ caps	201960
17	FOR PILES SYP	PM017	100ml	504900

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
18	FOR PILES TAB/CAP	PM018	40 tabs/ caps	201960
19	FOR PILES OIL	PM019	50 ml	201960
20	FOR PILES OINT	PM020	20 gms	201960
E.	FOR AILMENT OF URINARY TRACT SYSTEM			
21	ALKALIZERS SYP	PM021	100ml syp	605880
22	ALKALIZERS TAB/CAP	PM022	40 tabs/ caps	504900
23	FOR U.T.I SYP	PM023	100ml syp	605880
24	FOR U.T.I TAB/CAP	PM024	40 tabs/ caps	504900
25	FOR RENAL CALCULI SYP	PM025	100ml syp	605880
26	FOR RENAL CALCULI TAB/CAP	PM026	40 tabs/ caps	605880
27	FOR BPH SYP	PM027	100ml syp	201960
28	FOR BPH TAB/CAP	PM028	40 tabs/ caps	841500
F.	ANTIPYRETIC AND ANALGESIC DRUGS			
29	ANTI-PYRETIC SYP	PM029	100ml syp	504900
30	ANTI-PYRETIC TAB/CAP	PM030	40 tabs/ caps	504900
31	ANALGESIC SYP	PM031	100ml syp	201960
32	ANALGESIC TAB/CAP	PM032	40 tabs/ caps	201960
G.	FOR GENERAL DEBILITY			
33	FOR GENERAL DEBILITY SYP	PM033	100ml syp	201960
34	FOR GENERAL DEBILITY TAB/CAP	PM034	40 tabs/ caps	403920
H.	FOR AILMENTS OF SKIN AND BLOOD PURIFIER			
35	ANTI-ALLERGIC SYP	PM035	100ml syp	605880
36	ANTI-ALLERGIC TAB/CAP	PM036	40 tabs/ caps	403920
37	ANTI-ALLERGIC GRANULES	PM037	100 gms	504900
38	ANTI-ALLERGIC OINT	PM038	15 gms	504900
39	BLOOD PURIFIER SYP	PM039	100ml syp	201960
40	BLOOD PURIFIER TAB/CAP	PM040	40 tabs/ caps	201960
41	ANTI-FUNGAL SKIN OINTMENT	PM041	15 gms	201960
42	ANTI-SEPTIC OINTMENT	PM042	25 gms	201960
43	ANTI-SEPTIC OINTMENT	PM043	500 gms	841500
44	ANTI-SEPTIC LOTION	PM044	500ml	841500
45	FOR BURNS OINTMENT	PM045	20 gms	403920
46	FOR SCABIES POWDER	PM046	10 gms	403920
47	FOR SCABIES TAB/CAP	PM047	40 tabs/ caps	605880
I.	FOR AILMENTS OF CARDIOVASCULAR SYSTEM			
48	ANTI-HYPERTENSIVE TAB/CAP	PM048	40 tabs/ caps	605880
49	CARDIAC TONIC SYP	PM049	100ml syp	605880
50	CARDIAC TONIC TAB/CAP	PM050	40 tabs/ caps	605880
J.	FOR AILMENTS OF NERVOUS SYSTEM			
51	SEDATIVES & TRANQUILIZERS SYP	PM051	100ml syp	605880
52	SEDATIVES & TRANQUILIZERS TAB/CAP	PM052	40 tabs/caps	201960
53	BRAIN TONIC SYP	PM053	100ml syp	168300
54	BRAIN TONIC TAB/CAP	PM054	40 tabs/caps	201960
K.	ANTI-HELMINTHES			
55	ANTI-HELMINTHES SYP	PM055	100ml syp	605880

S.NO	Name of the Medicine	Item Code	Packing	Tentative Quantity
56	ANTI-HELMINTHES TAB/CAP	PM056	40 tabs /caps	403920
L.	ANTI- RHEUMATICS			
57	ANTI- RHEUMATICS SYP	PM057	100ml syp	201960
58	ANTI- RHEUMATICS TAB/CAP	PM058	40 tabs /caps	201960
59	LOCAL RUBIFICIENT OIL	PM059	50ml	20196
60	LOCAL RUBIFICIENT OINT	PM060	20 gms	40392
M.	FOR GYNECOLOGICAL DISORDERS			
61	FOR LEUCORRHOEA SYP	PM061	100ml syp	201960
62	FOR LEUCORRHOEA TAB/CAP	PM062	40 tabs/caps	201960
63	FOR MENORRHAGIA /METORAHAGIA SYP	PM063	100ml syp	201960
64	FOR MENORRHAGIA /METORAHAGIA TAB/CAP	PM064	40 tabs/caps	605880
65	FOR DUB SYP	PM065	100ml syp	201960
66	FOR DUB TAB/CAP	PM066	40 tabs /caps	201960
N.	FOR HAEMOPOETIC SYSTEM			
67	HAEMATINIC TONICS SYP	PM067	100ml syp	605880
68	HAEMATINIC TONICS TAB/CAP	PM068	40 tabs /caps	403920
O.	FOR AILMENTS OF EAR, NOSE, THROAT & EYE DISORDERS			
69	FOR EYE AILMENTS DROPS	PM069	10ml	100980
70	FOR EAR AILMENTS DROPS	PM070	10ml	100980
71	FOR NASAL AILMENTS DROPS	PM071	10ml	100980
72	FOR THROAT/MOUTH PAINT	PM072	10ml	201960
73	FOR THROAT/MOUTH LOZENGES	PM073	10 lozenges	1009800
74	FOR THROAT/MOUTH CHEWABLE TABS	PM074	30 Chewable tabs	504900
P.	FOR ENDOCRINE DISORDERS			
75	ANTI- DIABETIC TAB/CAP	PM075	40 tabs /caps	807840
76	ANTI- DIABETIC POWDER	PM076	200 gms	807840
Q.	FOR AILMENTS OF INFANTS			
77	ANTI-PYRETIC/ANALGESIC DROPS	PM077	15ml	100980
78	ANTI-PYRETIC/ANALGESIC SUSP.	PM078	50ml	201960
79	FOR RESPIRATORY TRACT DROPS	PM079	15ml	201960
80	FOR RESPIRATORY TRACT SUSP.	PM080	50ml	403920
81	CARMINATIVE/ANTI-SPASMODIC/ANTI-DIARRHEAL/LAXATIVE DROPS	PM081	15ml	100980
82	CARMINATIVE/ANTI-SPASMODIC/ANTI-DIARRHEAL/LAXATIVE SUSP.	PM082	50ml	100980
83	FOR LIVER DISORDERS DROPS	PM083	15ml	201960
84	FOR LIVER DISORDERS SUSP.	PM084	50ml	201960



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 – D

Location of all warehouses of the Original Manufacturer/ Direct Importer/ Authorized Representative with address, telephone and email details.

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

ANNEXURE “E”

DETAILS OF MANUFACTURING UNIT

Name :
 PAN Number :
 Full Address of the manufacturing Unit :
 Phone Nos. :
 Fax :
 Website :
 E-Mail :
 Date of Inception :
 Site Plan :
 In House QC Lab (NABL Accredited) :
 Details of Machinery :
 Detail of Technical persons :

Production Capacity :
Drug Manufacturing License No. & Date :
 Issued by :
 Valid up to :
Contact person: - :
 Designation :
 Phone No. :
 Mobile No. :
 E-mail :

NOTE:

1. In case the manufacturing unit is more than one (1), the above format shall have to be filled for all manufacturing units.
2. As per details of manufacturing unit provided, the team from JKMSCL (if required) shall inspect the premises where items quoted are actually manufactured.

ANNEXURE “F”

PERFORMANCE STATEMENT

(ATTACH SEPARATE SHEET FOR EACH PRODUCT QUOTED)

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

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 production

Signature and seal of the Bidder

Attested by the Public Notary

ANNEXURE "G"

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	Turnover
1.	2013-14	
2.	2014-15	
3.	2015-16	

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

Year	Total T.O	Total Tax assessed Rs.	Total Tax Paid Rs.	Balance due Rs.	Reason for balance

- 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

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-H

Format-Authorized Representative of Original Manufacturer/Direct Importer

To

Dear Sir,

Bid Reference No:

I/ We _____ the Original Manufacturers/ Direct Importers having factories/ Registered office at _____ ..possessing 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 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 terms and conditions specified in 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.

Annexure- I

DECLARATION REGARDING DESIGNING/PACKAGING

I / We í í í í í í í í í í í í í do hereby declare that I / We shall supply the items as per the designs given in Clause 25 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- J

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

DECLARATION

I/We M/s. í represented by its Proprietor/managing Partner/Managing Director having its Registered Office at í í í í í í í í í í í í and its Factory Premises at í í í í í í í í í í í í .í do declare that I/we have carefully read all the conditions of bid no. Dated.....including all the amendments in Ref.for supply cum rate contract of **Ayurvedic/Unani classical & Patent Medicines** for Jammu and Kashmir Medical Supplies Corporation Ltd. for the year 2016-18 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

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-L

**SAMPLE OF AFFIDAVIT TO BE SUBMITTED ON NON-JUDICIAL PAPER OF RS.
10/- DULY PLEDGED BEFORE 1st CLASS JUDICIAL MAGISTRATE**

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- 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 _____
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 -N

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 :

ANNEXURE-O

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:



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- P

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-G.
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-Q

UNDERTAKING REGARDING VALIDITY OF QUOTED RATES: -

I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of two years 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 R

UNDERTAKING REGARDING not quoting the item with ingredients of Psychotropic/Narcotic / Wild Life origin substance

I/We hereby undertake that I am not quoting the item with ingredients of Psychotropic/Narcotic/Wild Life origin substance 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-S

PACKING SPECIFICATION

I. SCHEDULE FOR PACKAGING-GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (i.e. product + inner carton + corrugated box.)
2. All Corrugated boxes should be of 'A' grade paper i.e. Virgin.
3. All items should be packed 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:

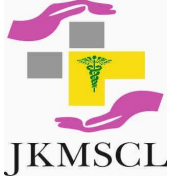
10. Every box should be strapped with at least two nylon carry straps (they should intersect).

LABEL:

11. Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicating that the product is for "JKMSCL ISM HOSPITAL SUPPLY (2016-18) Not for Sale" (in cyan blue colour background) and it should carry the correct technical name, Packing, Date of Manufacturing, Date of Expiry, Quantity packed and net weight of the box in bold letters as depicted in Terms and Conditions.

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



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 –T

(On firm's letter head)

Format of Affidavit for EM-II

{T&C No. 4 (xii)(a)}

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

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

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

Place _____

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

Annexure U

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

Agreement : 1

(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this day of 2017 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at 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 **Ayurvedic / Unani Classical & Patent Medicines** 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 schedule attached as per clause 10 of the tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the Second Party and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for **Ayurvedic / Unani Classical & Patent Medicines** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Twenty Four(24) months period, extendable for another three (03) months with mutual consent) **JKMSCL/Ayd/Unani/ Med /2017/130 dated 18-01-2017** and technical bid opened on **27-02-2017**, 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 **Ayurvedic / Unani Classical & Patent Medicines** 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 Twenty Four(24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.
- 2.3. The bid quantity noted against each item in the schedule attached hereto indicates only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause 2.2 above. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall make supplies of The **Ayurvedic / Unani Classical & Patent Medicines** 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 and deduction and penalties shall be as per terms and conditions 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, perform, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party under

this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.

- 4.3. If any time during the course of contract it is found that the information furnished by the Second Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause 4.1 above shall apply or any other action are deemed fit by the First Party may also apply.
- 4.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party. The Second Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.
5. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, bidding or be of any effect what so ever.
6. The Second Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Second Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.
7. In case the Second Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being inforce or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article , clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8. SERVING OF NOTICE TO SUPPLIER

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

9. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.
11. All terms and conditions of the NIT shall be the part of this agreement.

Original Manufacturer/ Direct Importer
(Supplier)

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

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

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

Witness (Signature, Name & Address)

Witness (Signature, Name & Address)

1.

1.

2.

2.

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

Agreement : 2

(Tripartite Agreement for Authorized representative)

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 representative) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at (herein after referred to as "Third Party" (Authorized Representative) of Second Party, which term shall include its successors representative, heirs, executors and administrators unless excluded by the contract).

Whereas Second Party (the Original Manufacturer/ Direct Importer) / Third Party (Authorized Representative) have agreed to supply to First Party (Purchaser), **Ayurvedic / Unani Classical & Patent Medicines** with specifications mentioned in the schedule 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 performance security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the schedule attached **as per clause 10 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 **Ayurvedic /**

Unani Classical & Patent Medicines for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Twenty Four (24) months period, extendable for another three (03) months with mutual consent)

JKMSCL/Ayd/Unani/ Med /2017/130 dated 18-.01.2017 and technical bid **opened on 27.02.2017** , 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 **Ayurvedic / Unani Classical & Patent Medicines** 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 Twenty Four(24) 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 schedule 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 **Ayurvedic / Unani Classical & Patent Medicines** 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 Representative OF SECOND PARTY:

3.1. In this agreement, the Second Party (Original Manufacturer/ Direct Importers) have authorised M/s ; (Third Party) as Authorized representative 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 along with 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 and deduction and penalties shall be as per terms and conditions 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 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/ Third 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 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 an end to the contract/ agreement wholly or in part and thereupon the provision of clause 5.1 above shall apply or any other action as 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 whatsoever 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, binding or be of any effect whatsoever.

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 continuation of the contract becomes bankrupt or insolvent 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 thereupon 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 Representative- clause 3) at any time during the continuation 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 purchaser to put an end to the agreement and thereupon every article clause and thing herein contained to be operative as part of First Party, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

9. SERVING OF NOTICE TO SUPPLIER

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

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

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

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

Authorized Representative
(Third Party)
(Signature, Name & full Address with stamp)

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

Witness (Signature, Name & Address)

- 1.
- 2.

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: V

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 at _____ possessing 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
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 terms & Conditions, specified in 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.**

ANNEXURE: W

DECLARATION

I/We, sole proprietor/Managing Partner/Managing Director of M/S_____ having its Registered Office at_____ and its Factory Premises at_____ do hereby declare that I/We have carefully read all the conditions of tender **JKMSCL/Ayd/Unani/ Med /2017/130** for the procurement of **Ayurvedic / Unani Classical & Patent Medicines** for the period **2016-18**, 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 X

(On Firm's, letterhead)

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

Annexure-Y

(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 WITH SEAL OF FIRM)

NOTE:-

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