

**TERMS & CONDITIONS OF BID AND RATE CONTRACT DRUGS, MEDICINES, IV FLUIDS.**

N.B:-BIDDER SHOULD READ TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTLY WHILE UPLOADING THEIR TENDERS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS, CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER NOTICE, HE SHOULD REFER THESE TO THE MANAGING DIRECTOR, JKMSCL OR GM (ADM), JAMMU & KASHMIR MEDICAL SUPPLIES CORPORATION LTD, BEFORE SUBMITTING BID(S) AND OBTAIN CLARIFICATIONS ON OR BEFORE 06-02-2016 THE DECISION OF THE MD, JKMSCL SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

**A. General terms & conditions:-**

1. E-Tender shall have to be downloaded by or before 23-02-2016 up to 1400 hrs as per schedule (Col No 3) on JK portal [www.jktenders.gov.in](http://www.jktenders.gov.in) for finalization of Annual Rate contract for the Supply of Medicines & IV Fluids for a period of 12 months.
2. The Manufacturer(s) / direct Importers / SSI units of J&K State with an Average Annual Turnover of Rs. 50.00 Crores, for the last three financial years,( in case of Disinfectant Fluid turnover is Rs.01.00 crore) shall be eligible to participate in the bid. Supplies shall be affected directly by the Manufacturers, direct Importers, besides through Authorized Agent/ Distributer(s) / Suppliers, as per clause 3.1 & 3.2 of General terms & conditions. Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.
3. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, be notarized.
  - 3.1. Notarized Authorization, as given at clause 3; should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
  - 3.2. Manufacturer/ Importer should not authorize local dealer/supplier/agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
  - 3.3. In case of authorized agent/ supplier/ dealer, the original manufacturer/ direct importer, authorized agent/ dealer shall have to enter into tri- partite agreement with JKMSCL, as given in **Annexure Q**.
  - 3.4. Original manufacturer/ direct importer can nominate/ authorize only one dealer/ agent/ facilitator for the corporation for the whole J&K. Authorization to more than one dealer/ agent/ facilitator shall lead to rejection/ cancellation of bid/ rate contract.
  - 3.5. In case of authorized agent/ dealer for quoting rates, negotiate, raising invoice and receiving payments on behalf of Original Manufacturer/ Direct Importer, payments shall be made as per Clause 19.
4. Bids shall have to be submitted / uploaded on J&K State tender portal, [www.jktenders.gov.in](http://www.jktenders.gov.in) only. No bids shall be accepted in physical form as hard copy, except the financial instruments.

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

- (i) Tender / Tender Charges of Rs.10,000.00 (Rupees Ten thousand only) including Tender processing fee in the form of Demand Draft shall have to be deposited only in original to the Corporate Office at Jammu before the date of submission of the bid, whereas, EMD as applicable in bid condition, may be deposited in the form of FDR/ CDR, pledged to Chief Accounts Officer, Jammu and Kashmir Medical Supplies Corporation Ltd., payable at Jammu / Srinagar (J&K) in separate envelopes. However, the scanned copy of all the Demand Drafts / FDR/CDR shall have to be uploaded along with Technical Bid, (Cover-A).
- (ii) (a) Duly attested photocopy of Acknowledgement of EM-II Memorandum / IEM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed upto date.  
(b) For the Production Capacity and the quality control measures installed at the production unit  
(c) Latest existence certificate to be issued by the competent authority.
- (iii) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central Excise Act.
- (iv) In case of imported items notary attested photocopy of import license & license for sales issued by concerning licensing authority/ Authorization by Foreign Principal, if applicable. The bidder should furnish notary attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the bid. The license must have been duly renewed / valid upto date and the items quoted shall be clearly highlighted in the license.
- (v) Duly notarized copy of Acknowledgement of EM-II issued by District Industrial Center (DIC), under price preference to Small Scale Industries of Jammu & Kashmir.
- (vi) Duly notarized copy of valid Drug License for the product duly approved by the Licensing Authority for each and every product quoted.
- (vii) Bidder should have a valid **FFS Certificate** if they are Tendering for Eye & Ear drop / I.V. Fluids.
- (viii) Notarized copy of Non Conviction Certificate issued by the Drugs Controller
- (ix) Notarized copy of Good Manufacturing Practices Certificate.
- (x) Notarized copy of Product permission of quoted Products/ Import License.
- (xi) Proforma for Performance Statement (Annexure-F).
- (xii) Market Standing Certificate issued by the Licensing Authority (Not Less than Three Years).
- (xiii) Average Annual Turnover statement for past three financial years verified by the C.A. and notary public attested.
- (xiv) Copies of Audited Balance Sheet & Profit & Loss statement certified by the Auditor for the last three FY(2012-13, 2013-14 & 2014-15), if asked for.
- (xvi) Duly notarized copy of latest Sales Tax clearance certificate (upto 31.03.2015) from the Commercial Tax Officer of the circle concerned from where supplies will be affected shall be submitted.

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

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

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

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

**NOTE:**

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission. **Un-attested/ Un-notarized copies of such documents shall not be considered valid.**
  - (B) All attested document must be submitted in English language. If the documents are not in English, they should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
  - (C) Other than Sales tax clearance certificate, all above mentioned documents should be under the name & address of premises where the quoted items are actually manufactured.
  - (D) The point of supply within the state of Jammu & Kashmir or out of J&K state should be specified.
  - (E) Tender will be liable for outright rejection if:-
    - (i) any rates are disclosed in cover (A).
    - (ii) any discounts / special offers are made in cover (A)
  - (F) If any of the above cited item(s) / certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.
6. Financial Bid duly filled as per **Annexure-'O'** giving the rates for Quoted items should be submitted through portal [www.jktenders.gov.in](http://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 'O'**.
  - (C) The bidder who has quoted excise tax "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
7. **The required financial instruments (Bid/ Tender charges, Bid Security) shall be submitted through DD only (For EMD only FDR / CDR shall also be accepted).** Technical bid shall be opened in the presence of Bidder, who chooses to be present. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.

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

**10. BID SECURITY:**

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

**11. FORFEITURE OF BID SECURITY:-**

The bid security will be forfeited in the following cases:

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

**12. GUARANTEE CLAUSE:-**

- (i) The Bidder would give guarantee that the items would continue to conform to the description and quality from the date of delivery of the said items to be purchased and notwithstanding the fact

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

### 13. MARKING

All the items should bear "JKMSCL SUPPLY (2015-16)–NOT FOR SALE " as mentioned in supply order in English on each without which the supply will not be entertained. In case, any item supplied by the approved firm(s) does not conform to the required standard, the payment thereof, if received by the supplier shall have to be refunded to Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test, where ever applicable. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under rules.

### 14. RATES AND COMPARISON OF RATES:

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

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

the J&K State VAT or CST or Central Sales Tax should be mentioned separately.

- (vii) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (viii) (A) No paper should be detached from the tender form.  
(B) The Bidder shall sign with seal on every page of the bid form and Terms and Conditions (**Annexure-B & J**) in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents with page numbering. Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- (ix) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

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

#### **15. SECURITY DEPOSIT & AGREEMENT:**

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

performance, the amount of Security Deposit shall be liable to forfeiture in full or part by JKMSCL and decision MD, JKMSCL shall be final.

- (vii) The rate contract cum supply can be repudiated at any time by the M.D., JKMSCL if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, M.D, JKMSCL may terminate agreement of rate contract at any time without notice/ intimation to Bidder/ firm/company in public interest.

#### 16. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL/ GM(Adm) JKMSCL through registered post/ e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries. **The supplying firms will execute all orders within 60days for Indian and 90 days for imported items.**
- (ii) The consignee for supplies shall be the M.D / GM (Adm), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the state of Jammu and Kashmir.
- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment as per Annexure 6 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 considered 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.
- (vii) Price Preference: Upto 15% price preference to be given to SSI units on landed cost. Further, few safeguards added in the procedure to ensure that the SSI units are not forced to accept rates below the quoted rates, if within 15% of the lowest outside bid.

#### 17. SUPPLY CONDITIONS:

1. Purchase orders along with the delivery destinations will be placed on the successful Bidder(s). Supplies of Drugs, Medicines and IV Fluids shall initially be for 10 ( Nine) Districts Drug Warehouses of JKMSCL ( 05 in Jammu Division, 04 in Kashmir Division & 01 in Leh) and shall be specified in respective Purchase Order(s), which may get expanded upto 22 numbers during the contract period.

2. All supplies will be scheduled for the period from the date of purchase order till the completion of the

tender in installments, as may be stipulated in the Purchase Order.

3. **Shelf Life:** The remaining shelf life of the drugs at the time of delivery should be not less than  $\frac{3}{4}$  of the labeled shelf life.
4. **Quality Assurance:** The Supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per cGMP included in Schedule M of Drugs & Cosmetics Rules. The protocols of the test should include the requirements given in I.P for tablets / capsules and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report (Certificate of Analysis- CoA) for every batch of drug along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of drugs shall not be entertained and shall be returned back to the supplier and he/ she is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.
5. The Medicines and IV Fluids supplied by the successful bidder must have minimum active ingredient of 95% and with upper limits as prescribed in the relevant official pharmacopoeias throughout the shelf life of these products and shall comply with the specification, stipulations and conditions specified in the Bid document.
6. If supplies are not fully completed in prescribed period from the date of purchase order (90 days for imported drugs), the provisions of liquidated damages of Bid conditions will come into force. The supplier should supply the drugs at the Ware house (destination) specified in the purchase order and if the drugs supplied at a designated places other than those specified in the Purchase Order, transport charges will be recovered from the supplier by deducting the requisite amount from the payments to be made to the supplier.
7. If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase Orders, then the supplier will become ineligible to participate in any of the Bids for particular items of drugs/medicines/fluids for a period of one year in the immediately succeeding year. Further, the Performance Security Deposit of the supplier shall be forfeited.
8. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of drugs and medicines, for which the Purchase orders have been placed, from any other sources (such as **Public Sector Undertakings at their rates, empanelled bidders, or other bidders who have technically qualified in the bid**) or from the open market or from any other Bidder who might have quoted higher rates, entirely at the risk and the

cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to



recover the cost and impose penalty as mentioned in Clause 19, apart from terminating the contract for the default and forfeiting the PSD.

9. In case of default as at S.No. 8 above, the order stands cancelled after the expiration of delivery period, if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer- forfeiture of the performance security deposit and shall invite other penal action like blacklisting/Debaring/ disqualification from participating in future Bids of Bid Inviting Authority.
10. It shall be the responsibility of the supplier to account for any shortage/ damage at the time of receipt of the ordered products at the designated places and to make good the losses on his own, failing which punitive action including cancelling the contract and forfeiting the PSD can be considered by the TIA.
11. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Bid Inviting Authority in any trade or business or transactions, nor shall give or promise to give or pay any such officers, subordinates or servants directly or indirectly any money or other considerations under garb of "Custom" or otherwise, nor shall the supplier permit any person or persons whomsoever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bid Inviting Authority.
12. If the supplier or any approved items gets debarred/ banned/ blacklisted in any of the states of the country after entering into agreement with JKMSCL, it shall be the responsibility of the supplier to inform JKMSCL without any delay about the same.

**18. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-**

**(a) Submission of Return:**

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

**(b) Submission of Contract Completion Report:-**

- i) The consignee should submit the consolidated contract completion report in the prescribed statement (**Annexure-Z**) against each order to the GM(Adm), JKMSCL within 45 days of supply/receipt of material.
- (ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to GM(Adm), JKMSCL within one 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.

**19. TERMS OF PAYMENT:-**

1. No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and Analytical Laboratory Test Report regarding quality, the payment would be made within next 30 days.
3. The in-charge of District Drug Warehouse (DDW) shall acknowledge the drugs received & ensure entry in respective records (in e-Aushdhi software online: when commissioned).
4. All bills/ Invoices should be raised in triplicate and in the case of excisable Medicines & Fluids, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW.
  - a. In house test report of drug (CoA).
  - b. The challan /invoice copy pertaining to DDW (refer clause- 2(a) under Chapter- Eligibility

Conditions)

- c. In case supplies are made, invoice is raised/ payments are being received by the authorized agent/ dealer/ supplier on behalf of Original Manufacturer/ Importer; the invoice shall have to be attached with the delivery challan in original, prepared/ issued by the manufacturer/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.

5. Payments for supply will be considered only after the receipt of 60% of items of Drugs ordered in the Purchase Order. However, the payment will be released only for the quantity in receipt, provided, the quality test report from approved test laboratories of JKMSCL has been received and found as of **öSTANDARD QUALITYö**.
6. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority of JKMSCL immediately about it. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

In case the price of a drug fixed by National Pharmaceutical Pricing Authority NPPA (Government of India) under applicable Drug Price Control Order (DPCO) or rates fixed by the other National Premier Health Institutes or other State Government or their procuring agencies across India is less than JKMSCL contract price, the supplier shall be bound to make the supplies of such items at lowest price fixed within the Union of India.
7. 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.

8. In case of successful bidder has been enjoying excise duty exemption on any criteria of Turn over etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, if the excise duty become chargeable on goods manufactured due to any reason.

**20. LIQUIDATED DAMAGES:**

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply:-
  - (a) Delay up to one-fourth period of the prescribed Delivery Period - 2.5%
  - (b) Delay exceeding one-fourth but not exceeding half of the prescribed delivery period - 5%
  - (c) Delay exceeding half but not exceeding three-fourth of the prescribed delivery period - 7.5%
  - (d) Delay exceeding three-fourth of the prescribed period - 10%
- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D, JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only be 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.
- (vii) 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 approval from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders within fifteen days from the date of dispatch of order, failing which the purchasing

officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).

**21. RECOVERIES:-**

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

**22. INSPECTION:-**

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

**23. (a) PACKING & INSURANCE:**

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

**(b) PACKING SPECIFICATIONS:**

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

**(a) DESIGNS FOR LOGOGRAM**

**INJECTIONS:**

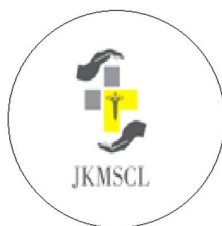
**a) Ampoule:**

Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words "JKMSCL Supply(2015-16)- Not for Sale, QC- Passed" overprinted and the following logogram which will distinguish from the normal trade packing. Name of drug should be printed in English Languages only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



**b) Vials:**

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

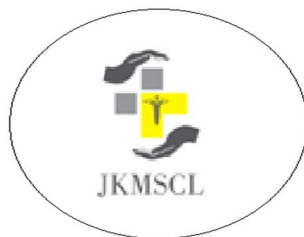


### LIQUIDS

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



\* The top of the cap and the label to be affixed on the containers should bear a distinct colour different from the colour of the label of the trade packs and they should overprinted in red colour with the words “JKMSCL Supply-(2015-16) NOT FOR SALE QC- PASSED” and the logogram. Name of drug should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



### **OINTMENTS & CREAMS**

Ointments & Creams should be supplied in tubes bearing the following logograms and the words, **“JKMSCL Supply-(2015-16) NOT FOR SALE- QC- PASSED”** overprinted. Name of drug should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



### **TABLETS & CAPSULES**

Tablets and Capsules should be supplied in Strips or Blisters or as mentioned in the list of items for bid. The strip, Blister etc, should bear the following logograms and the words **“JKMSCL Supply-(2015-16) NOT FOR SALE QC- PASSED”** overprinted. Name of drug should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.



### **Disinfectants:-**

Should be placed in suitable container not exceeding 5 litre can in such a way that corrosion/ reaction should not take place during storage. Galvanized iron sheet container should not be used. The can should bear the words **“JKMSCL Supply-(2015-16) NOT FOR SALE QC- PASSED” ISI marked; RWCmin.5;Grade3.**



**(b) SPECIMEN LABEL FOR OUTER CARTON**

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

<b>JKMSCL SUPPLY(2015-16) NOT FOR SALE (Name of Drugs etc.)</b>
CONSTITUENTS OF..... Name of the Drug, Manufactured by, Batch No. Mfg. Date, Exp.Date, Quantity/Kit  Net. Weight.....Kgs

Manufactured by/Assembled by

The name of the drug shall be mentioned in English and should be legible and be printed more prominently. A **uniform colour theme an artwork will be necessary**. Apart from this “**JKMSCL Supply-(2015-16) NOT FOR SALE QC- PASSED**” along with logo of JKMSCL will be printed on each strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

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



most and outer packing.

**NOTE: The supply without logo& words “JKMSCL Supply-(2015-16) Not for Sale,-QC Passed” and with brand name shall not be accepted.**

**23. (c) PACKING :**

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

**I. SCHEDULE FOR PACKING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS**

No corrugate package should weight over 15 kgs (i.e. product+inner carton+ corrugatedbox).

All items should be packed only in first hand strong boxes only.

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

Every box should be stitched using pairs of metal pins with an interval of two inches between each pair

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

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

**CARRY STRAP:**

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

**LABEL:**

Every corrugated box should carry a large outer label clearly indicating that the product is for **“J&K Medical Supplies Corporation Ltd Supply (2015-16) Not for Sale”**. The Product label on the carton should be large, at least 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry quantity packed and net weight of the box.

**OTHERS:**

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

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

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

**III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., Above 100 ml & Below 1 litre.**

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

**IV. SPECIFICATION FOR IV FLUIDS**

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

**V. SPECIFICATION FOR LIQUID ORALS**

100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, BOTTOM and centre pad of 3 ply.

50 bottles of 100 ml- 120 ml may be packed in a similar manner in a single corrugated box.

If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

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

No corrugated box should weigh more than 7-8 Kgs.

Every Ointment/Cream/Gel tube should be individually packed in carton and then packed in 20ø in a grey board box, which may be packed in a corrugated box.

#### **VII. SPECIFICATIONS FOR INJECTION ( IN VIALS AND AMPOLULES)**

Vials may be packed in corrugated boxes weighing upto 15 Kgs, Ampoules should be packed in C.B. Weighing not more than 8 Kgs.

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

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

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

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

#### **VIII. SPECIFICATION FOR ORS**

The sachets should be of Aluminium Foil laminated with glassin or heat sealable plastic film Outer paper may contain label information.

50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

#### **IX. LYSOL/ PHENYL**

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

#### **24. QUALITY TESTING**

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different JKMSCL empanelled Drug Testing and Analytical Laboratories for testing by the JKMSCL after coding). **The JKMSC shall deduct a sum of 1.5% from the amount of bill payable to supplier on account of Handling and testing charges.**

2. The Drugs shall have **minimum active ingredient of 95% and with upper limits as prescribed in the relevant official pharmacopoeias throughout the shelf life of the** drug. The samples may also be drawn periodically during the shelf life period so as to ascertain the quality / potency of drug(s), medicine(s) & IV Fluids. The supplies will be deemed to be completed only upon receipt of the quality certificates as of "STANDARD QUALITY" from the JKMSCL empanelled Drug Testing and Analytical laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or mis-branded, such batch/batches shall be deemed to be rejected goods and action as prescribed under various penalty clauses/ law shall be initiated against the supplier.
3. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of items of drugs and medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases JKMSCL has every right to recover the cost and impose penalty as mentioned in Clause 19
4. The supplier shall furnish to the purchaser the evidence of bio-availability and /or bio-equivalence for certain critical drugs whenever asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.

**25. CORRECTION OF ARITHMETIC ERRORS:**

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

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

**26. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:**

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

**27. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER( INCASE OF PROCUREMENT OF GOODS):**

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

**28. PARALLEL RATE CONTRACT:**

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

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.
- (ii) Orders will be placed with lowest (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.
- (iv) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v) JKMSCL will 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 (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
- (xi) The supplier shall supply the entire ordered quantity before the end of 60 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for JKMSCL, the supply should be completed by 5.00 p.m. on the next working day.
- (xii) In case of imported items 30 days will be given in addition to above mention period.

**29. VALIDITY OF TENDER:**

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

**30. PRICE ESCALATION:**

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

**31. SUBLETTING OF CONTRACT:**

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

**32. FALL CLAUSE:-**

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

**33. GRIEVANCE / APPEAL**

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

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

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

**(i) Appeal not to lie in certain cases**

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

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

**(ii) Form of Appeal:**

- (a) An appeal under Para (33.1) or (33.2) above shall be in the Form (Annexure-Y) along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (iii) **Fee for filing appeal:**
  - (a) Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only).
  - (b) The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (iv) **Procedure for disposal of appeal:**
  - (a) Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - (b) On the date fixed for hearing, the Appellate Authority shall-
    - (i) Hear all the parties to appeal present before him; and
    - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
  - (d) The order passed under sub-clause (c) above shall be placed on the J&K State tender Portal, [www.jktenders.nic.in](http://www.jktenders.nic.in).

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

Any person participating in a procurement process shall-

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



**35. Conflict of Interests-**

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

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

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

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

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

**37.** All correspondence in this connection should be addressed to the M.D, JKMSCL/ GM(Adm), JKMSCL: Drug Store Govt. Medical College, (Near Overhead Water Tank, Bakshi Nagar, Jammu J&K-180001.

- (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their tenders.
- (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if:-
  - (a) fails to execute a contract or fails to execute it satisfactorily;

- (b) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;
  - (c) the firm is suspected to be doubtful loyalty to state or country.
  - (d) the State Investigation Agencies or any other investigating agency recommends such a course in respect of a case under investigation.
  - (e) Bidder does not comply to clause 36 (iii), above.
  - (f) MD., JKMSCL is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it being banned.
38. If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc, the bidder has to deposit Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint is found to be false and mala fide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bearing the signature of the bidder or the authority higher than the bid signatory of the firm.
39. (i) Any certificate/documents/information submitted by the bidder found to be false / forged / fabricated etc than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc for the limited or unlimited period
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm is found to be misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
40. The Corporation reserves the right to accept any tender not necessarily the lowest. Corporation may reject any tender without assigning any reasons and accept tender for all or any one or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/supplier.
41. The Purchase Committee will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the stores detailed in this catalogue is also reserved by the MD JKMSCL.
42. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
43. The Bidder must sign all the pages of tender document at the bottom 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 of all the terms and conditions of the Tender Documents.
44. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
45. **JURISDICTION:-**All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in the State of Jammu and Kashmir only.
46. **SAVING CLAUSE:-**No suit, prosecution or any legal proceedings shall lie against Bid Inviting

Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

47. **APPLICABILITY OF CLAUSES:-**All the clauses from 1 to 46 and their Annexure, Formats & Enclosures are applicable for the tendered items.

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

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

**B. Special Terms and conditions:-**

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

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

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

Date

Signature  
Name in Capitals  
Company / Firm Seal