JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of the Government of Jammu and Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu
Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar
Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)
email:mdjkmscl2@gmail.com; gmjjkmscl@gmail.com**website**: www.jkmsclbusIness.com

E-BID FOR THE FINALIZATION OF RATE CONTRACT FOR THE PROCUREMENT OF ALLOPATHIC DRUGS

FOR THE YEAR 2026-28

(REFERENCE NO. NIT: JKMSCL/DRUGS & MEDICINES/ 2026-28/ 705

DATED: 08 -08-2026

Important Note:

Each page of e-Bid should be properly page marked and indexed. Page Number should be reflected at the bottom of each page. All documents requested in "Annexure-II", should be reflected in the column mentioned against each (Page No. ___). Any deviation may result in rejection of the bid and the bidder shall be solely responsible for the same.

JKMSCL

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt. of Jammu & Kashmir)

Corporate Head Office: Temp. Address Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu
Corporate Office: Opposite State Motor Garage, near Haj House Bemina Srinagar
Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

NIT: JKMSCL/GM(HQ)/DRUGS/2026-28/ 705 **DATED: 08-08-2026**

NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of **"ALLOPATHIC DRUGS"** from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com,.

The cost of the tender along with tender processing charges of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through NEFT in the Corporation's Bank Account No.0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no.

i. **Scanned copies of Bank transfer/deposit receipt or NEFT towards the cost of tender documents and Tender Processing charges shall have to be uploaded along with Technical Bid, failing which tender shall be outrightly rejected**.

ii. EMD for Rs.1,00,000(One Lac only) as Bid Security for General in shape of FDR pledged to **Financial Advisor/CAO, JKMSCL** or through NEFT in the Corporation's Bank Account No.**0373040500000032**.

iii. As per **General Financial Rules (GFRs) 2017**, Micro and Small Enterprises (MSEs) are **exempted** from submission of **Bid Security (EMD)**

iv. **Not to submit the hard copy of technical bid physically**.

Sd/-
Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt. of Jammu & Kashmir)

Corporate Head Office: Temp. Address Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu
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No. **JKMSCL/GM(HQ)/DRUGS/2026-28/ 705** **DATED: 08-08-2026**

NOTICE INVITING BID (NIB)

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of "**ALLOPATHIC DRUGS"** from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com,. The cost of the tender along with tender processing charges of Rs.10,000/- (Rupees Ten thousand only/-) + 18% GST i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) + 18% GST as tender processing charges shall have to be paid either through **NEFT/RTGS only** in the Corporation's Bank Account No**.0373040500000032** maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM **or by depositing the amount directly into the above Account No**. along with the submission of requisite valid documentary proof.

- **IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be out-rightly rejected.**
- **DD as mode of payment for cost of tender/tender processing fees/Bid Security shall only be entertained if the same is deposited physically against proper receipt in the Corporate Office of JKMSCL, before the closing due date of e-bid.**
- **Bid Security** Rs. 1,00,000.00 in the form of FDR/CDR/BG/RTGS/NEFT (FDR/CDR from scheduled/Nationalized Bank / BG from Nationalized Bank) with validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. **Firms which are registered as (Micro and Small Enterprise) MSEs Unit(s) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be considered for Exemption of bid security including tender fee of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs. 9000/- +GST is to be paid by the MSE Unit(s) also.**
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- **The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**
- **Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.**

Note: ***The bidders who opt to bid for multiple manufacturer shall have to provide complete details of each manufacturers in a systemic way covering all documents asked in Cover-A. Separate sheet shall have to be attached for every individual item.***

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; but shall not be published in any newspapers / journal.

In case any inconvenience is felt, please contact Corporate Office JKMSCL at Jammu/Srinagar or queries may be e-mailed on address mdjkmscl2@gmail.com, gmjjkmscl@gmail.com.

Sd/-
Managing Director
Jammu and 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 as invalid:

1. "Bidder should be Original manufacturer/Direct importer having own original valid drug manufacturing/import license issued under the provisions of Drugs and Cosmetics Act 1940(as amended from time to time). Importers should possess valid sale license. However authorized representative of original manufacturer/ direct importer, can also participate in the bidding after having authorization on Annexure "M", followed by tripartite Agreement with original manufacturer/ direct importer as one of the parties, responsible to ensure the execution of quality supply(ies), against the supply order(s)issued on his/her behalf."
2. The Average Annual turnover of the Original Manufacturer/ Direct Importer for last three financial years for the procurement of "ALLOPATHIC DRUGS" shall be as under:-

S.No.	Group	Average Annual turnover
1.	**ALLOPATHIC MEDICINES**	**20.00 Crores**
2.	**DISINFECTANTS & PESTICIDES**	**01.00 Crore**

3. Certificates/Licenses/Documents which are required should be complete and updated.
4. Cost of tender document, Tender processing charges and Bid Security (EMD) should be submitted separately for each Bid is non-refundable except Bid Security (EMD).
5. 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.
6. A Pre-Bid Meeting shall be held in the Conference Hall of Jammu & Kashmir Medical Supplies Corporation at Corporate Head office Jammu/Srinagar, to clarify the issues and to answer the queries on any matter that may be raised at the time of pre-bid in reference to tender. The issues to be raised during pre-bid meeting should be referred by the bidder to MD, JKMSCL/ GM (Drugs), JKMSCL, in writing at least **three hours before the pre-bid meeting**, so that these could be properly scrutinized. Representation regarding issues and quarries, which are discussed in pre bid meeting, shall be submitted immediately after pre bid. Representation received after date of pre bid meet shall not be considered. Necessary Corrigendum/ Modification/Clarification in the bid and specification(s), if required, shall be issued tentatively within three days of Pre bid meet. **Please note that bids should be submitted after Pre-Bid meeting incorporating the Corrigendum/ Modification/ Clarification, if any**.
7. In case bidder is given any assurance of any advantage in JKMSCL, by anybody or if you are directly or indirectly threatened or intimated of harming your bidding & subsequent work in JKMSCL, please inform immediately about the same to MD, JKMSCL or GM (Adm) in writing. The complaint should be accompanied 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.
8. 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 Manufacturer(s)/direct Importer(s), for/with/to and from JKMSCL respectively by pledge before the Notary, as per Annexure-"L".
   i. 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).
   ii. Original Manufacturer/Direct Importer should not authorize their Representative (Authorized Representative) to make any declaration(s),which are mandatorily to be signed & sealed by the MD/ Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
   iii. The Original Manufacturer/Direct Importer can authorize only one Representative for JKMSCL. In case the Original Manufacturer/Direct Importer authorizes more than one Representative 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.
   iv. The Original Manufacturer/Direct Importer and Authorized Representative shall have to enter into tripartite agreement with JKMSCL.

9. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
10. The technical bids shall be opened at Corporate Office Jammu/Srinagar of JKMSCL in presence of the Bidders or their representative who wish to be present.
11. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites: www.jktenders.gov.in. Similarly, information regarding L-1 shall also be provided to bidders on above websites. No bidder shall be informed individually.
12. If the rates of L1 bidders found to be ineligible and inappropriate against any item, JKMSCL has right to reject the rates of said bidder and appropriate action shall be initiated against such bidder for quoting ineligible rates and JKMSCL also has right to re tender for such item.
13. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/delayed supply shall not be entertained.
14. In case of wrong quoting, (or) if successful bidder refuses (or) fails to execute the supplies on the basis of wrong quoting of rates or otherwise, the bidder shall be penalized with forfeiting of amount equivalent to the Performance security for the said product (or) debarring/ blacklisting of firm for that particular product(s) for a period not less than 02 years (or) both as deemed fit by TIA i.e. MD, JKMSCL.

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

*** L1 shall be considered only on the basis of basic rates quoted. All statutory taxes shall be calculated as applicable and shall not be taken into account for arriving at L1.**

Sd/-
Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd

(Bid form is non–transferable)
BID FORM FOR RATE CONTRACT OF
"ALLOPATHIC DRUGS"

BID REFERENCE No. JKMSCL/GM(HQ)/DRUGS/2026-28/ 705 DATED: 08-08-2026

Date of publication of e-bid	: 08-08-2026 at 1600 hrs
Start date and time for download of bid document	: 08-08-2026 from 1630 hrs
Last date and time for download of bid document	: 10-09-2026-at 1600 hrs
Clarification start date	: 08-08-2026 at 1700 hrs
Clarification end date	: 20-08-2026 upto 1030 hrs
Pre- bid conference	**: 18-08-2026 AT 1100 A.M (at Corporate Office, Jammu and Srinagar)**
Start date and time for submission of online bids	: 22 -08-2026 at 1000 hrs
Last date and time for submission of online bids	: 10 -09-2026 upto1600 hrs
Date and time for online opening of technical bids	: 12 -09-2026 at 1100 hrs
Cost of tender document	: Rs. 1000/- + 18% GST

The cost of the tender along with tender processing charges of Rs. 10,000/- (Rupees Ten thousand only/-) + 18% GST i.e. Rs.1,000/- (Rupees one thousand only) 18% GST as cost of tender & Rs.9,000/- (Rupees Nine thousand only) 18% GST as tender processing charges shall have to be paid either through NEFT in the Corporation's Bank Account No.0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no. (**IMPS money transfer shall not be entertained**)

i. **Scanned copies of Bank transfer/deposit receipt or NEFT towards the cost of tender documents and Tender Processing charges shall have to be uploaded along with Technical Bid, failing which tender shall be outrightly rejected**.
ii. EMD for Rs.1,00,000 (One Lac only) as Bid security for General in shape of FDR pledged to Financial Advisor/CAO, JKMSCL or through NEFT in the Corporation's Bank Account No.0373040500000032.
iii. As per General Financial Rules(GFRs) 2017,Micro and small Enterprises (MSEs) are exempted from submission of Bid Security (EMD)

1. Bid Security (EMD) :
   i. Rs 1,00,000/- for general bidders
   ii. OEM Firms which are registered as MSEs shall be considered for Exemption of bid security including tender Charges of Rs. 1000/- as per provisions of MSEs Policy. Tender Processing charges of Rs.9000/- 18% GST is to be paid by the MSE Unit(s) also.
2. **ADDRESS FOR COMMUNICATION: Managing Director or General Manager,**
   J&K Medical Supplies Corporation Ltd,
   Temp. Address- Plot No. 58, Friends Colony
   Satyam Road Trikuta Nagar, Jammu/
   Bemina Near Haj House- Srinagar (Kashmir)

Important Note: No representation shall be allowed, accepted and entertained after the Pre-bid meeting. Bidders are requested to submit their queries/clarifications in advance so that the same can be discussed and clarified during the Pre-bid meeting. Also all the representations regarding the queries/clarifications shall be submitted to the email id: prebid.jkmscl@gmail.com, before the pre-bid meeting. Google Code for pre bid Conference :- https://meet.google.com/wcg-mfxk-yfm

ANNEXURE-A

Declaration Form cum check list

(It should be notarized)

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

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

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

S. No	Item	Page No.
1.	Bid security in the shape of FDR for Rs.1,00,000(One lakh) For General Bid Security for MSME Units is exempted	
2.	**a) <u>For General</u>** Cost of Tender documents =Rs.1000/- Tender Processing charges=Rs.9,000/- **Total =Rs.10,000/- +18% GST** **b) <u>For MSE Units</u>** Cost of Tender document- Exempted Tender processing charges= **Rs.9,000/- Total = Rs.9,000/- +18% GST**	
3.	Nature of the Firm/Public Company/Private Company/Partnership / Proprietorship/Any other with Documentary proof issued by the competent Authority.	
4.	Average Annual Turnover Statement not less than 20 crores of the Original Manufacturer/Importer for Last 3 financial Years from Chartered Accountant with **UDIN (2022-23, 2023-24 and 2024-25).**	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant with **UDIN (2022-23, 2023-24 and 2024-25).**	
6.	Valid Latest Non-Conviction Certificate issued by the Licensing authority of the respective state / UT of the manufacturer/Direct Importer.	
7.	Valid Latest Non-Conviction Certificate issued by the Licensing authority of the respective state / UT of the Bidder.	
8.	Valid Drug Manufacturing License along with subsequent renewals of original manufacturer(s)	
9.	Valid Drug sale License along with subsequent renewals	
10.	Valid CGMP as per revised **Schedule "M"**/ WHO format.	
11.	Valid Product permission by the licensing authority for the quoted products by the original manufacturer(s).	
12.	Latest Market Standing Certificate issued by Licensing authority of the respective States / UT not Less than Three preceding Years.	
13.	Import License on Form 40 & registration approved by CDSCO	
14.	Authorization for sale from the Foreign Principal Manufacturer (Authorization Letter of Principal Company), wherever applicable.	
15.	BIS License with schedule for ISI Marked Products Quoted (wherever applicable)	
16.	ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue (wherever applicable)	
17.	Copy of GST Registration Certificate of bidder	
18.	Latest GST Return of the bidder	
19.	Copy of the PAN Card of the bidder	
20.	Details of Technical personnel employed in the manufacturing and testing unit approved by the Licensing Authority.	

21.	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority JKMSCL.	
22.	Authorization letter from each manufacturer in favour of the bidder submitting the bid for each quoted item.	
23.	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL.	1…………. (Name & Signature) 2………………. 3………………..
24.	Specify point of supply with full Address. NB: Specifying of point of supply does not means authorization to raise, invoice and receive payments on behalf of bidder(s)	Full Address ………………….. …………………..
25.	Declaration Cum Checklist (**Annexure A)**	
26.	Terms & Condition of Bid and Rate contract **(Annexure B)**	
27.	*List of Items (Annexure C1) highlighting the items quoted by the bidder mentioning the principal manufacturer of each quoted item.(Compulsory) otherwise tender will be outrightly rejected**(one item one manufacturer)***	
28.	Statement of Installed Manufacturing Capacity, Certificate regarding rate reasonability, Undertaking of Non debarring **(Annexure –D)** (On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public	
29.	Proforma for Annual Turnover statement of the Original Manufacturer/importer **from Chartered Accountant with UDIN. (Annexure E)**	
30.	Statement of Plant & Machinery etc. **(Annexure-G)**	
31.	Particulars of the Bidder and Manufacturer/s**(Annexure-H)**	
32.	Format of Affidavit for EM-II **(Annexure-I)**	
33.	Rate contract completion report **(Annexure-J)**	
34.	Declaration on Non Judicial Stamp Paper of Rs 100 of original Manufacture/Direct Importer. **(Annexure-K)**	
35.	Declaration form for Authorized representative/Agent on Non-Judicial Stamp Paper of Rs 100 **(Annexure-L)**	
36.	Letter of Authorization of bidder by the firm (for Tripartite Agreement) (**Annexure M/ Annexure M1) whichever applicable**	
37.	Proforma for Agreement **(Annexure N)**	
38.	Tripartite Agreement for Authorized Agents/Dealers/Facilitators on Rs.100 Non judicial stamp paper (**(Annexure O)**	
39.	Memorandum of Appeal. **(Annexure P)**	
40.	Financial Bid for quoted items, Format**(Annexure Q)**	
41.	Letter of acceptance of Terms and conditions of e-NIT duly signed by the manufacturer **(Annexure-R)**.	
42.	Letter of acceptance of Terms and conditions of e-NIT duly signed by the bidder /authorized agent **(Annexure-R1)**	

Date

Email for queries (if any): - prebid.jkmscl@gmail.com

Name and Signature of Bidder with seal

Note:

1. *The Annexure J, O & P are required to be submitted after the finalization of rate contract.*
2. *Annexure C, List of Quoted items must be filled carefully and uploaded with the technical bid mandatorily.*
3. *In a tender either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.*
4. *If an agent submit bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for same item/product.*
5. *It shall be the sole responsibility of the bidder and manufacturer to offer product only if they matches with the tendered specifications and are as per product permission accorded by the licensing authority in their favour. No representation in this regard in later stages shall be entertained and punitive action, for quoting wrong item, shall be taken against the supplier firm.*
6. *In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/ any other committee constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and / or Policy for Blacklisting of JKMSCL*

ANNEXURE-B

TERMS & CONDITIONS OF BID AND RATE CONTRACT:-

N.B.: BIDDER SHOULD READ TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTILY WHILE SUBMITING 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**,** 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 **the scheduled dates** on JK portal www.jktenders.gov.in for finalization of Rate Contract for the Supply of "**ALLOPATHIC DRUGS"** for a period of 24 months.

2. **Eligibility Criteria**:-**The bidder i.e. Original Manufacturer(s) / Direct Importers with an Average Annual Turnover as per point no 02 under the heading "instructions to bidders", for the last three financial years, shall be eligible to participate in the bid.**
Note: The turnover Clause applies to **Original Manufacturer(s)/Direct Importers**, in case the authorized dealer bids on behalf of Manufacturer/Direct Importer

3. Supplies shall be affected directly by the Original Manufacturers/Direct Importers, besides through their Authorized representatives(s) 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.
Original Manufacturer/Direct Importer should authorize only those persons for bidding directly for the Original manufacturer / Direct Importer 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 Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively by pledge before the Notary, **as per format "M"**
   - 3.1 Only those Original Manufacturers / Direct Importers and Authorized Representatives shall be permitted to enter into Tripartite Agreement who shall fill and upload Annexure M (Letter of Authorization) along with e-bid. No representation /change of Dealership etc. shall be entertained thereafter.
   - 3.2 Authorization pledged before the Notary should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
   - 3.3. Only those Original Manufacturer / Direct Importer should not authorize any representative to make any declaration(s), which are mandatory be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.

4. **Bids shall have to be submitted / uploaded on J&K UT tender portal, www.jktenders.gov.in only.**

5. The Bidder should upload along with the bids the relevant Documents/certificates for theitems Bids as per check list at Annexure "A"

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) The point of supply within the UT of Jammu & Kashmir or out of J&K UTshould be specified.

(D) 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)

(E) 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.

(F) In case of Importers, their principal manufacturer should have 3 years market standing in India and the importer should have 3 years market standing for each of the drugs quoted in the tender as importer and if the market standing is less than 3 years for the product quoted then 3 years international market standing may be considered for that particular product.

(G) **GST** should **be** mentioned clearly & separately

6. Financial Bid duly filled 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.**

7. The required financial instruments (Cost of Tender document/ Tender processing charges & Bid Security (EMD) shall be submittedin original at the Corporate Office Jammu/ Srinagar on or before submission of online bid**.** Technical bid shall be opened in the presence of Bidder, who chooses to be present. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.

8. (i) In event of Bid being submitted by proprietary firm, tender must be signed by sole proprietor. In event of a partnership firm tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the bid must be signed by authorized signatory as the manner laid in the Articles of Association.

(ii) Any change in the Constitution of the Firm / Company shall be notified forth with by the contractor in writing to the MD, JKMSCL and such change shall not relieve any former member of the Firm / Company from the liability under the contract. No new partner /partners shall be accepted in the Firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions and submit with the MD, 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.

The Bidder and manufacturer shall submit an undertaking with the bid that they have gone through the Terms & conditions of NIT and unconditionally accepts all the terms and conditions of the Bid as per Annexure R/R1.

9. BID SECURITY:

(i) Bid shall be accompanied with an Earnest Money Deposit in the shape of FDR/**Call Deposit Receipt valid at Call**, with minimum of Rs. 1,00,000/- (Rupees One Lac only). Earnest Money deposit may be submitted / deposited 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 within 60 days after finalization of the tender. However, in case of successful bidders it shall be refunded only after completion of contract.

(iii) **Partial exemption from bid security**:- Firms which are registered as MSE Units shall be considered for exemption of Bid Security(EMD) as well as cost of tender document. However Tender **processing charges of Rs. 9,000/-(Nine Thousand only) shall have to be paid by the MSE Units.**

(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.

(iii) When the Bidder does not deposit the Performance security after the supply order is given.

(iv) When the bidder fails to submit samples of quoted item on demand or extended time by competent authority.

(v) When Bidder violates the any terms &conditions of the tender document.

11. GUARANTEE CLAUSE:-

(i) The Bidder would give guarantee that the goods / stores / articles would continue to conform to the description and quality, specified as per technical specification from the date of delivery of the said goods to be purchased and that notwithstanding the fact that the purchaser may have inspected and or approved the said goods / articles if during the guarantee period as per technical specification, the said goods / articles be discovered not to confirm 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 goods / stores / articles or such portion thereof as may be discovered not to Conform to the said description and quality, on such rejection, the goods / articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The Bidder shall, if so called upon to do so replace the goods, etc. or such portion thereof as is rejected by the Purchase Officer / Committee constituted for the purpose, otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

12. MARKING

All Consumable / non-consumable articles should bear "**JKMSCL SUPPLY–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.

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 UT of J&K and those of other firms / companies not entitled to Price Preference, the element of GST 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 UT 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 GST on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.

(iv) The rates should be confined as far as possible to the packing units mentioned in the Catalogue 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.**

(v) 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.

(vi) 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.

(vii) (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 in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents with page numbering. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.

(viii) 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.

(ix) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than three 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 **three** years besides forfeiting of EMD equivalent to the contract value of that particular item.

NOTE: Specification in Financial Bid should not be different from tender specifications; otherwise bid may liable to be rejected

14. Firms which are registered as MSE Units shall be considered for exemption of Bid Security (EMD)as well as cost of tender document. However Tenderprocessing charges of Rs. 9,000/-(Nine Thousand only) shall have to be paid by the MSE Units**.**

15. Inspection of manufacturing premises

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

(ii) Those firms which were disqualified after factory inspection during preceding year by this Corporation or Tamil Nadu Medical Supplies Corporation or Kerala Medical Supplies Corporation or Rajasthan Medical Supplies Corporation or any other premier institution/corporation, shall not be eligible for participation in this tender

16. SPECIFIC CONDITIONS OF CONTRACT

16.1.1 Submission of Security deposit and entering into contract shall be 15 days from the date of issue of Letter of Intent (LOI).

16.1.2 The supplier shall have to execute the agreement, and deposit the required Security amount within 15 days of issuance of LOI/ Purchase order/ both.

16.1.3 Minimum 40% of the ordered quantity shall have to be supplied within 45 days of Purchase order whereas the supplies shall have to be 100 % within 60 days(Indian Items) & 90 days(Imported items)

16.1.4 The bills shall be processed for payment against supplies after the receipt of 70% of the ordered quantities, provided supplies have passed the requisite quality tests at Empanelled Laboratories. However the bills shall be cleared for payment, only for the actual quantities received by the corporation and no advance payment shall be made.

16.1.5 The purchase order shall be liable to cancellation if the delivery schedule is not strictly followed.

16.2 The supplied Drugs and Medicines (covered in **SCHEDULE- P** of Drugs and Cosmetics Rules, 1945) shall have a shelf life period as prescribed in the schedule and in respect of all other items of drugs, a period of minimum 2 years from the date of manufacture. All items of Drugs supplied should retain prescribed Quality & maximum potency throughout the shelf life as specified in the official monograph and should have minimum 80% (Eighty percent) shelf life from the date of manufacture when supplied to the Corporation.

16.3 Where the product has a statutory shelf-life of less than 2 years, the product shall have remaining shelf life of not less than 85% when received by the Corporation. The bidder shall furnish authentic evidence that the product has a statutory shelf life of less than 2 years.

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

16.4 Supplies are to be delivered at F.O.R. stores at various Drug ware House(s), Jammu/Srinagar.

16.5 Concealment of facts, if any, found at any stage shall invite legal proceedings against the firm besides TIA/Disciplinary Committee shall be at liberty to take any action as per NIT/SPP/other Policies of JKMSCL

<u>16.3</u> <u>Other Conditions</u>:

Jammu and Kashmir Medical Supplies Corporation Limited will inform the L-1 rate to the bidders who qualify for price bid opening, through JKMSCL website or email. The willing bidders like (L-2 or L-3) may inform in writing their consents to match with the L-1 rate for the specific item of Drugs /Medicines quoted by them and the bidders who agree to match L-1 rate will be considered as matched L-1.

If the L-1 supplier is not in a position to execute ordered quantity of supplies or fails to execute the ordered supplies or in case of exigency, Jammu and Kashmir Medical Supplies Corporation Limited shall have right to place Purchase Orders with L-1 matched rate bidders subject toexecution of necessary agreement in advance.

The purchase orders for the requirement of Drugs/ Medicines will be placed with L-1 matched rates on sequence of L-2, L-3and so on.

17. SECURITY DEPOSIT & AGREEMENT:

(i) All firms whose offers are accepted will have to deposit a **security deposit equivalent to 5% of Purchase Orders 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 Demand Draft / Bank Guarantee.

(ii) The payment shall be made only 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 letter of intent. 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.

18. SUPPLY ORDERS:

(i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL/ GM (P&S) 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 60 days for Indian and 90 days for imported items.**

(ii) The consignee for supplies shall be the M.D / GM(P&S), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the UT 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 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, if any, indicated in the tender are mere estimates and are intended to give an idea to the prospective Bidders 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 catalogue 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 tender 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.

19. **Scheduling Of Supplies**

The supplies shall have to be executed strictly as per the schedule clause quoted in the Purchase orders.

20. Cold chain transporting system

The bidders offering items requiring special cold storage conditions should either have their own cold chain transporting system or should have proper contract with a transporting agency, having facilities to transport the drugs under cold chain norms from the manufacturing unit to the warehouses of JKMSCL in the UT of J&K complying cold chain norms. The containers of these items should be provided with temperature variation indicators like vaccine vial monitors or the consignment should be provided with data loggers for recording the temperature conditions during transit, the software of which also should be provided to all the warehouses.

21. QUALITY TESTING

1. The supplier shall ensure that each batch of drugs supplied is accompanied by certificate of analysis/test report done by NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory with necessary protocols for every batch. Supplies devoid of such reports shall not be taken into stock and payment shall not be made. The JKMSCL reserves the right to select from each batch at random of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the Drugs and Cosmetic act and Rules, notwithstanding the routine sampling that may be carried out by the Drugs and Regulatory authorities.
2. The Medicine shall be subjected to quality testing by the empanelled NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory.
3. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for quality testing.The <u>JKMSCL shall deduct a sum of 1.5% from the amount of bill payable to supplier on account of Handling and testing charges.</u>
4. Samples from the supplies would also be sent to different JKMSCL empanelled Drug Testing and Analytical Laboratories. 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.
5. 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 per terms & conditions of NIT besides taking action against manufacturer/ supplier as per quality control guidelines adopted by JKMSCL.

22. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement of supplies made, in enclosed formats to each consignee(s) in statement No.1 and to GM(P&S), JKMSCL by 10th of each month duly verified by the consignee(s). Every time the statement should contain details of all orders place, 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 RCto enable the Corporation to examine the case for refund of security money. The consignee will submit every month verified copy of statement No.1along with his comment to GM (P&S), 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 statementagainst each order to the GM(ADM), JKMSCL within 45 days of supply/receipt of material.

(ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to GM(ADM), JKMSCL within one months of receipt of material.

(iii) It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately in the office of MD, JKMSCL/GM (Adm), JKMSCL for taking action against the contractor/supplier. Intimation to the contractor/ supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately. Any delay in taking action shall be viewed seriously by the corporation.

23. 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 can be considered.
3. The in-charge of District Drug Warehouse (DDW) shall acknowledge the drugs received & ensure entry in respective records in e-Aushdhi software online.
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. Certificate of analysis/test report done by NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory for each batch of the drug supplied.
   b. The challan/invoice copy pertaining to DDW (refer clause-2(a)under Chapter- Eligibility Conditions)
   c. **In case supplies are made, invoice is raised/ payments are being received by the authorized agent/dealer/supplier on behalf of Original Manufacturer/ Importer; the invoice shall have to attached with the delivery challan in original, prepared/issued by the manufacturer/importer for the said consignment/ 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 after the receipt of 70% of quantity ordered in the Purchase Order. However, the payment will be released only for the quantity in receipt, provided, the quality test report from approved test laboratories of JKMSCL has been received and found as of "STANDARD QUALITY".
6. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State / UT 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 / UT 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 Goods & Service Tax(GST) due to notification of the Govt. after the date of submission of Bids and during the Bid period, the quantum of additional GST 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 GST, the Bidder should produce a letter from the concerned GST authorities for having paid additional GST 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.

24. 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) In case of extension in the delivery period with liquidated damages the Penalty shall be imposed @ 0.25% per day for everyday of delay subject to maximum 10%. Rest of Terms & Conditions shall remain same as per SPP amended from time to time.

(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) Total Penalty period shall be up to 60 days from the last date of supply period, after which it shall be deemed as un-executed supply and shall attract penalty @20%.

(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 with in 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).

(viii) Wrong quote shall in no case be permitted .In case of such quote(s), action as debarring the supplier shall be initiated

25. 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.

26. INSPECTION:-

i) The material 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. **In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and have been made applicable by B.I.S. at the time of inspection(if applicable)**. The inspection and testing of the material may be got done by any Inspecting agency / technical panel constituted for the purpose by JKMSCL at the works of the Manufacturer or at the supply point or at site of Installation. 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 15days. He shall also simultaneously ask the firm for removal of defect / replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective material after inspection or remove defects in the goods with in fifteen days of receipt of intimation from the consignees. However the date of delivery, in case of defective material, where payment has not been made shall be taken as the date on which the corporation accepts the material after replacement of defective material/removal of defects as the case may be. Wherever defective material is to be replaced it shall be re-inspected by Committee / Inspection Agency. Charges of such re-inspection at the work of manufacturer or at the supply point shall be borne by the supplier.

(iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm / supplier at the time of technical approval.

(v) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department / Corporation shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

27. 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 conditionsof 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 likes. 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.

PACKING SPECIFICATIONS:

Schedule for Packaging- General Specifications

1. No corrugate package should weigh more than 15kgs (i.e. product + inner carton + corrugated box).
2. All Corrugated boxed should be of 'A' grade paper i.e. Virgin
3. All items should be packed in first hand boxes only.
4. Flute: The corrugated boxes should be of narrow flute.
5. Joint: Every box should be preferably single joint and not more than two joints.
6. Stitching: 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 comers.
7. Flap: The flaps should uniformly meet but should not overlap each other. The flaps when turned by 45-60° should not crack.
8. Tape: Every box should be sealed with gum tape running along the top and lower opening.
9. Carry Strap: Every box should be strapped with two parallel nylon carry straps (they should intersect).
10. *Label: Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicated that the product is for "JKMSCL HOSPITAL SUPPLY" (________)- Not For Sale QC passed" along with below mentioned logogram and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters. However, in case of imported items (s) / foreign manufactured products, the supplies may be arranged without logogram. No item should mention Market Rates on its labels.*

11. Other: Regarding **Art Work=>JKMSCL LOGO - JKMSCL-Hospital Supply -Not For Sale** must be written showing the batch number, date of manufacturing, date of expiry and year of supply of each item

Drug/Item Name:-
Composition:-

JKMSCL
JKMSCL Hospital Supply 2026-27 **(Indicative)**
Not for Sale (QC Passed)
BATCH No:
Mfd. Date:
Exp. Date:

II. Specifications for Chemicals

Not more than 25 kg may be packed in a single bag/carton.

12. **Batch size**: If the ordered quantity is within the capacity of a single batch, the bidder must supply the entire quantity in one batch. However, if the ordered quantity exceeds the batch size, proportionate batch numbers will be accepted. In case of default, the approved supplies shall be liable for replacement of supplies at their own risk & cost.

Note: The Meager quantity for the purpose of exemption from the Artwork shall be as per directives of Board Meeting, JKMSCL.

28. REJECTION:

(i) Articles not as per specification/ or not approved shall be rejected by the department and will have to be replaced by the supplier / firm at its own cost within the time limit fixed by the corporation.

(ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., JKMSCL, (J&K) as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.

(iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases, where material has been used & some defects are noticed, then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., JKMSCL shall be final.

(iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.

(v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited security money as per condition No. 16) Joint inspection of defective material may be carried out as required by the corporation. However, sample of ISI marked material found defective shall be kept by consignee for reference to BIS.

(vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if the firm has deposited required security deposit as per contract.

(vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

29. 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.

30. 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.

(vii) 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.

31. 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.

32. PARALLEL RATE CONTRACT:

The Jammu and Kashmir Medical Supplies Corporation may also execute a parallel rate contract with more than one Firm for each item on the lowest approved prices on the same terms & conditions.

(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-1rate 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-1rate, will be considered as Matched L-1.

(vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST,etc.) of price (L-1rate).

(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 (P&S) 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 Liqated 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 with in 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-1Bidders 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 place 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-1supplier.

(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 including installation 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.

33. VALIDITY OF TENDER:

The tender shall remain valid for a period of 120 days from the date of opening of technical bids. The TIA may request the participating bidders for further extension of bid validity if deem fit. However, the bidders may refuse the extension of bid validity, without forfeiting the Earnest Money.

Contract Approved shall be valid for a period of two (02) years from the date of issuance of Letter of Intent and may be extended for further 90 days with mutual consent of JKMSCL and firms.

34. 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.**

35. 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.

36. FALL CLAUSE:

The prices charged for the items/supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the items/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 items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

37. SMALL GRIEVANCE

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

38. ARBITRATION

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

38.2.1 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

38.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 38.2.1, furnish:

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

38.2.3 Within thirty days of issuance of notice by any party pursuant to para 38.2.1 or para 38.2.2 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.

38.3 Dispute Resolution: Besides, as referred above in para 38.2.3 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 Arbitration and Conciliation Act, applicable to the UT of J&K. The venue of the Arbitration shall be in the UT of Jammu and Kashmir.

39. 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.

40. 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) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the

parties are involved. ***However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.***

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal

g) 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

h) 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.

41. (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 Rate Contract of JKMSCL to any of the Institute / department within the UT of J&K. In case of default, supplier has to deposit 7% of the total value of Purchase Order / Supplies made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm), JKMSCL.

42. All correspondence in this connection should be addressed to the Managing Director, JKMSCL **Plot no 58, Friends colony, Satyam Road, Trikuta Nagar, Jammu**

43.(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) 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.

44. 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.

45. (i) Any certificate/documents/information submitted by the bidder found to be false / forged / fabricated etc then 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 ban concerned item/items /firm for certain or uncertain period.

46. 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.

47. 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.

48. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.

49. 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.

50. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.

51. **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 UT of Jammu and Kashmir only.

52. **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.

53. L1 shall be considered only on the basis of basic rates quoted. All statutory taxes shall be calculated as applicable and shall not be taken into account for arriving at L1.

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

55. **<u>Important Instructions to bidders</u>**

The bidders shall have to abide the clauses/restrictions interms of Rule 144 (xi) of the General Financial Rules (GFRs) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide No. F.No.6/18/2019-PDD dated 23.07.2020.

The bidders are required to submit a certificate/ declaration regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted and is found to be false, it will be a ground for immediate termination & further legal action in accordance with law. Bidders are required to go through the said order & Office Memorandum (s) for the necessary compliance

Model Certificate for tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this border is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fullfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the competent Authority shall be attached"

56. **APPLICABILITY OF CLAUSES**:-All the clauses above and their Annexures, Formats & Enclosures are applicable for the tendered items.

Sd/-
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. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.

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.

Signature
Name in Capitals
Company /Firm Seal

ANNEXURE "C-1"
(List of Tendered Items)

S.No.	Drug Name	Item code	Qty
1.	Inj. Lignocaine Hcl 4%, 30ml Vial	EDL29	Per vial
2.	Gel Lignocaine Hcl Ip 2%, 30gm Tube	EDL15	Per tube
3.	Tab. Aceclofenac + Seratiopeptidase 100mg+10mg	EDL71	Per Tab
4.	Gel Diclofenac Ip 1%, 30gm Tube	EDL76A	Per tube
5.	Tab. Diclofenac Sodium (Sr) 100 Mg	EDL82	Per Tab
6.	Inj. Diclofenac Sodium Ip 75mg/Ml, Iv Bolus, Surfactant Free 1ml Amp	EDL1652B	Per vial
7.	Tab. Aceclofenac 100 Mg	EDL72	Per Tab
8.	Inj. Pethidine Hcl 50mg/Ml, 1ml Amp	EDL64	Per Amp
9.	Tab. Cetirizine Ip 10mg	EDL124A	Per Tab
10.	Tab. Dexamethasone 2mg	EDL113	Per Tab
11.	Inj. Dexamethasone 8 Mg/2ml, 2ml Vial	EDL110	Per vial
12.	Inj. Methyl Prednisolone Sodium Succinate Ip 1000mg, Per Vial	EDL117	Per vial
13.	Tab. Montelukast 5mg	EDL976	Per Tab
14.	Tab. Cetirizine, Phenylephrine And Paracetamol 5 Mg+ 10 Mg +325 Mg	EDL140	Per Tab
15.	Inj. Methylene Blue 10mg/Ml, 10ml Vial	EDL979A	Per vial
16.	Inj. Pralidoxime Chloride 25 Mg/Ml, 20 Ml Vial	EDL143A	Per vial
17.	Tab. Carbamazepine Ip 200mg	EDL146	Per Tab
18.	Inj. Lorazepam 2mg/Ml, 1ml Vial/Ampoule	EDL1703	Per vial
19.	Tab. Phenobarbitone 30mg	EDL150	Per Tab
20.	Tab. Phenobarbitone 60mg	EDL152	Per Tab
21.	Tab. Sodium Valproate/Valporic Acid 200mg	EDL161	Per Tab
22.	Suspension Amoxycillin Oral (Drysyrup) 125mg/5ml, 30ml Bottle	EDL177	Per bottle
23.	Tab Amoxycillin + Clavulanic Acid 625mg	EDL180	Per Tab
24.	Inj. Cefuroxime 1.5gms	EDL227	Per vial
25.	Tab. Cefuroxime 500mg	EDL229	Per Tab
26.	Inj. Piperacillin And Tazobactum Ip 4.5 Gram, Per Vial	EDL194A	Per vial
27.	Tab. Ciprofloxacin 500mg	EDL242A	Per Tab
28.	Tab. Clotrimazole Pessaries 200 Mg	EDL920	Per Tab
29.	Cap. Itraconazole Bp 200mg	EDl75	Per Cap
30.	Suspension Acyclovir 400 Mg/5ml , 60ml Bottle	EDL313	Per bottle
31.	Infusion Ornidazole 500mg , 100ml Bottle	EDL1023	Per bottle
32.	Tab. Levodops 100 M + Carbidopa 10mg	EDL1757	Per Tab
33.	Inj. Recombinant Human Erythropoietin 2000iu, Prefilled Syringe	EDL403A	Per vial
34.	Inj. Recombinant Human Erythropoietin 4000iu, 0.4ml Prefilled Syringe	EDL402A	Per vial
35.	Inj. Rh-Erythropoietin 10000 Iu	EDL402	Per vial
36.	Inj. Enoxaparin Sodium, 40 Mg Amp	EDL371	Per vial
37.	Tab. Glyceryl Trinitrate (Sublingual) 2.6mg	EDL1038	Per Tab
38.	Tab. Propranolol (Sr) Ip 40mg	EDL0099	Per Tab
39.	Injection Adenosine 3mg/Ml , 2ml Intravenous Infusion Vial/Amp	EDL1516A	Per vial
40.	Inj. Digoxin Ip 0.25 Mg/Ml, 2ml Amp	EDL465	Per vial
41.	Tab. Losartan 50 Mg	EDL439	Per Tab
42.	Inj. Terlipressin 1mg/10ml, Each Amp/Vial	EDL1064A	Per vial
43.	Tab. Acetylsalicylic Acid 150 Mg	EDL1068	Per Tab
44.	Tab. Rosuvastatin 10mg	EDL1069	Per Tab
45.	White Petroleum Jelly 100%, 100gm Pack	EDL1077	Per Pack
46.	Crotamiton, 10% , 20gm, tube	EDL-2057	Per Tube
47.	Gamma Benzene Hexa-Chloride Lotion 1% W/V, 100ml Bottle	EDL493A	Per bottle
48.	Ethyl Alcohol (De-Natured) Solution 70% , 1 Litre Pack	EDL1344	Per pack
49.	Inj. Mannitol 20%, 500 Ml Bottle	EDL845A	Per vial

50.	Inj. Biphasic Isophane Insulin 30/70 (30% Soluble Insulin And 70% Isophane Insulin) 40iu/Ml, 10ml Vial	EDL1259	Per vial
51.	Inj. Soluble Insulin 40iu/Ml, 10ml Vial	EDL598	Per vial
52.	Sachet Dextrose Monohydrate Powder, 75grams/Sachet, Per Sachet	EDL1650	Per sachet
53.	Inj. Human Anti D Immunoglobulin 150 Mcg , 1ml Vial	EDL634	Per vial
54.	Inj. Human Anti Rabies Immunoglobulin 150 Iu/Ml, 2ml Vial	EDL637	Per vial
55.	Inj. Succinyl Choline 50 Mg/Ml, 10 Ml Vial	EDL955	Per vial
56.	Inj. Dexmedetomidine 200mcg/2ml, 2ml Ampoule	EDL1113	Per vial
57.	Chloramphenicol, Ointment 1% w/w , 4gm,tube	EDL-2080A	Per Tube
58.	Eye Drops Moxifloxacin + Dexamethasone 0.5% + 0.1% W/V, 5ml Bottle	EDL0171	Per bottle
59.	Injection Carboprost Ip 250 Mcg/Ml, 1ml Amp/Vial	EDL1522	Per amp/vial
60.	Tab. Chloridiazepoxide 10mg, Per Tablet	EDL1160A	Per Tab
61.	Tab. Bupropion 300mg Modified Release	EDL1166	Per Tab
62.	Tab. Buprenorphine (Sub Lingual) 0.2mg	EDL1173	Per Tab
63.	Inj. Theophylline + Etophylline Theophylline 25.3 Mg/Ml + Etophyline 84.7 Mg/Ml , 2ml Amp	EDL769	Per vial
64.	Beclomethasone Inhalation 200mcg/Dose Dipraopionate Ip, 200 Metered Doses Container	EDL755	Per container
65.	Inj. Dextrose 5% Ip, 500ml Bottle(Ffs Technology) [EDL838A]	EDL838A	Per bottle
66.	Inj. Dextrose 10% Ip W/V, 500ml Bottle (Ffs Technology)	EDL836A	Per bottle
67.	Inj. Sodium Chloride And Dextrose Ip 0.9% + 5%, 500ml Bottle (Ffs Technology)	EDL842	Per bottle
68.	Inj. Compound Sodium Lactate Ip, 500ml Bottle (Ffs Technology)	EDL870R	Per bottle
69.	Solution Sodium Chloride 0.9% 3 Litres Pack	EDL1529	Per pack
70.	Inj. Sodium Chloride 0.9% Isotonic	EDL1400	Per vial
71.	Water For Injection (Sterile), 5ml Ampoule	EDL853A	Per Amp
72.	Tab. B Complex, Per Tablet	EDL1623A	Per Tab
73.	Inj. Thiamine 100 Mg/Ml , 2ml Amp	EDL1190	Per vial
74.	Tablet Cholecalciferol 60,000 Iu	EDL1786	Per Tab
75.	Drops Cholecalciferol 400 IU/ ml , 30ml pack	EDL1194	Per Pack
76.	Inj. Chloroquine Phosphate 40mg/Ml, 5ml Amp	EDL301	Per vial
77.	Cap. Clofazimine 100mg Ip	EDL253	Per Cap
78.	Tab Stavudine (30mg), Lamivudine (150mg) And Nevirapine (200mg)	EDL1533A	Per Tab
79.	Tab. Lamivudine+Zindovudine 150mg+300 Mg , 1x10 Tab	EDL1209	Per Tab
80.	Tab.Stavudine+Lamivudine(30mg+150mg)	EDL1214	Per Tab
81.	Inj. Doxorubicin Hcl Ip 50mg/25ml, 25ml Vial	EDL1497ONC	Per vial
82.	Inj. Vincristine 1mg/Ml	EDL348A	Per vial
83.	Inj. Pemetrexed 500mg , 100ml Pack	EDL1235	Per vial
84.	Injection Actinomycin-D 500mcg/5ml, 5ml Vial	EDL1537	Per vial
85.	Inj. Fluorouracil 250 Mg, 5ml Amp	EDL336	Per vial
86.	Dried Factor VIII Concentrate Plasma Derived 250 Iu (Low Range), Per Vial	EDL391A	Per vial
87.	Injection Carboplatin Ip 450mg/45ml, (I.E. 10mg/Ml)	EDL1538A	Per vial
88.	Tab. Tamoxifen Ip 10mg	EDL346ONC	Per Tab
89.	Inj. Magnesium Sulphate Ip 50% W/V, 10 Ml Vial/Amp	EDL982A	Per vial
90.	Cream. Beclomethasone + Clotrimazole + Gentamycin Sulphate 0.025%W/W + 1% W/W + 0.1% W/W, 10gm Pack	EDL1251	Per Pack
91.	Anti-Cold Syrup [Paracetamol 125mg, Cpm 1mg, Phenylephrine 2.5mg, 60ml Bottle	EDL139B	Per bottle
92.	Liquid Isoflurane Ip, 100ml Bottle	EDL5	Per bottle
93.	Inj. Ketamine Ip/Usp 500mg/10ml, Vial	EDL1918	Per vial
94.	Inj. Glycopyrrolate Ip/Usp 0.2mg/Ml, 5ml Amp/Vial	EDL0006	Per vial
95.	Tab. Aceclofenac + Paracetamol 100mg + 325mg	EDL70	Per Tab
96.	Etoricoxib Tab. Ip 90mg	EDL0008	Per Tab
97.	Tab. Ibuprofen And Paracetamol Ip 400mg+325mg	EDL84	Per Tab

98.	Paracetamol Pediatric Oral Drops 150mg/Ml, 15 Ml Pack With Dropper	EDL0010	Per pack
99.	Paracetamol Pediatric Oral Susp. Ip 100 Mg/Ml, 15ml Pack With Dropper, Drops	EDL962	Per pack
100.	Tab. Paracetamol Ip 650mg	EDL92	Per Tab
101.	Inj. Pentazocine Ip 30 Mg/Ml, 1ml Amp	EDL68	Per vial
102.	Inj. Nalbuphine Hcl 10mg/Ml, 1ml Ampoule	EDL0019	Per vial
103.	Tab. Naproxen Ip 250mg	EDL0020	Per Tab
104.	Tab. Naproxen Ip 500mg	EDL0021	Per Tab
105.	Inj. Fentanyl Citrate Ip 50 Mcg/Ml, 2ml Amp	EDL67	Per vial
106.	Inj. Fentanyl Citrate Ip 50mcg/Ml, 10ml Amp	EDL0022	Per vial
107.	Tab. Hydroxychloroquine Sulphate Ip 200 Mg	EDL103	Per Tab
108.	Tab. Prednisolone Ip 10mg	EDL120	Per Tab
109.	Tab. Prednisolone Ip 5mg	EDL119	Per Tab
110.	Tab. Betamethasone Ip 0.5mg	EDL108	Per Tab
111.	Tab. Levocetirizine 10mg	EDL125	Per Tab
112.	Suspension Carbamazepine Oral Usp 100mg/5ml, 100ml Bottle	EDL149	Per bottle
113.	Suspension Phenytoin Oral Suspension Ip 30mg/5ml , 200ml Bottle	EDL0038	Per bottle
114.	Inj. Levetiracetam Usp 500mg/5ml, Vial	EDL987	Per vial
115.	Clobazam Tab. Ip 5 Mg	EDL0042	Per Tab
116.	Suspension Albendazole Oral Ip 400mg/10ml, 10ml Bottle	EDL286	Per bottle
117.	Tab. Ivermectin Usp 6mg	EDL993	Per Tab
118.	Inj. Benzathine Penicillin Ip 6 Lac Units, Vial	EDL188	Per vial
119.	Inj. Cefotaxime Ip/Bp/Usp 125mg, Vial	EDL216	Per vial
120.	Cefixime Oral Suspension Ip 50 Mg/5ml, 30ml Pack	EDL0044	Per Pack
121.	Inj. Cloxacillin Ip 250mg Vial	EDL0046	Per vial
122.	Cap. Cloxacillin Ip 250mg	EDL0047	Per cap
123.	Cap. Cloxacilline Ip 500mg	EDL195	Per cap
124.	Inj. Cefuroxime Ip 750mg, Vial	EDL0048	Per vial
125.	Inj. Cefuroxime Ip/Bp/Usp 1gm, Vial	EDL0049	Per vial
126.	Inj. Gentamicin Sulphate Ip 40mg/Ml, 2ml Vial	EDL1008	Per vial
127.	Tab. Nitrofurantoin Ip 100mg	EDL268	Per Tab
128.	Sulfamethoxazole+Trimethoprim (Cotrimoxazole) Tab. Ip 800mg+160mg	EDL0063	Per Tab
129.	Sulfamethoxazole +Trimethoprim (Cotrimoxazole) Suspension Ip 200mg+40mg/5ml, 50ml Bottle	EDL0065	Per bottle
130.	Cream. Clotrimazole Ip 2 Percent W/W, 30gm Tube [EDL1011]	EDL1011	Per tube
131.	Terbinafine Cream Ip 1% W/W, 30gm Tube [EDL1016A]	EDL1016A	Per tube
132.	Cream Acyclovir Ip 5% W/W, 5gm Tube [EDL492]	EDL492	Per tube
133.	Tab. Secnidazole Ip 1gm [EDL1021]	EDL1021	Per tab
134.	Sumitriptan Tab. Bp 50mg [EDL0085]	EDL0085	Per tab
135.	Tab. Levodopa + Carbidopa Ip 250mg+25mg [EDL0087]	EDL0087	Per tab
136.	Inj. Heparin Sodium 5000 Iu/5ml, 5ml Vial [EDL373]	EDL373	Per vial
137.	Tab. Warfarin (Sodium) Ip 2mg [EDL1035]	EDL1035	Per Tab
138.	Tab. Warfarin (Sodium) Ip 5mg [375]	EDL375	Per Tab
139.	Inj. Tranexamic Acid Ip 500 Mg, 5ml Amp [EDL378]	EDL378	Per vial
140.	Tab. Diltiazem Ip 90mg [EDL0094]	EDL0094	Per Tab
141.	Inj. Glycerine Trinitrate Ip 5mg/Ml, 5ml Amp [EDL1039]	EDL1039	Per vial
142.	Tab. Isosorbide Dinitrate Ip 5mg [EDL456]	EDL456	Per Tab
143.	Isosorbide Mononitrate Tab. Ip 10mg [EDL0096]	EDL0096	Per Tab
144.	Isosorbide Mononitrate Tab. Ip 20mg [EDL0097]	EDL0097	Per Tab
145.	Tab. Amlodipine Ip 10mg [426]	EDL426	Per Tab
146.	Enalprilat Injection Usp 1.25mg/Ml Or 2.5 Mg/2ml, Ampoule [EDL1991]	EDL1991	Per vial
147.	Tab. Ramipril Ip 5mg [EDL453]	EDL453	Per Tab
148.	Tab. Nikorandil Ip 10mg [EDL0106]	EDL0106	Per Tab
149.	Ranolazine Sr Tab 500mg [EDL0109]	EDL0109	Per Tab
150.	Tab. Ivabradine Ip 5mg [EDL1045]	EDL1045	Per Tab

151.	Tab. Torsemide Ip 20mg [EDL1053]	EDL1053	Per Tab
152.	Inj. Tenecteplase 40mg , Vial [EDL918]	EDL918	Per vial
153.	Inj. Streptokinase 15 Lac Units, Per Vial [EDL418]	EDL418	Per vial
154.	Oint. Polymyxin B Sulphate + Neomycin Sulphate + Zn Bacitracin 5000 Iu+3400 Iu+400 Iu/Gm, 5 Tube [EDL1075]	EDL1075	Per pack
155.	Gel Clindamycin Usp 1%, 20gm Tube [EDL480]	EDL480	Per pack
156.	Permethrin Lotion 5% W/V, 100ml Bottle [EDL0128]	EDL0128	Per bottle
157.	Povidone Iodine Ointment Usp 5% W/W, 100gm Tube [1938]	EDL1938	Per Pack
158.	Solution Sodium Hypochlorite Containing Chlorine Not Less Than 6%, 5 Ltr Pack [EDL0249]	EDL0249	Per Pack
159.	Tab. Spironolactone Ip 25mg [EDL541]	EDL541	Per Tab
160.	Disodium Hydrogen Citrate Syrup 1.53mg/5ml, 100 Ml Bottle [EDL0136]	EDL0136	Per Bottle
161.	Tab. Drotavarine 80mg Ip [EDL0145]	EDL0145	Per Tab
162.	Syp. Zinc Sulphate 20mg/5ml, 30ml Bottle [EDL1352]	EDL1352	Per Bottle
163.	Tab. Glimepiride Ip 2mg [EDL1353]	EDL1353	Per Tab
164.	Eye Drops Timolol 0.5% Moleate Ip, 5ml Vial [EDL659]	EDL659	Per vial
165.	Nasal Drops Xylometazoline 0.1 Percent Ip (Adult), 10 Ml Bottle [EDL0177]	EDL0177	Per bottle
166.	Saline Nasal Drops Solution 0.9 Percent, 10ml Bottle [EDL0179]	EDL0179	Per bottle
167.	Glycerin 100ml Pack Ip, 100 Ml Bottle [EDL497]	EDL497	Per bottle
168.	Tab. Haloperidol 5mg Ip [EDL709]	EDL709	Per Tab
169.	Inj. Haloperidol 5mg, 1ml Amp [EDL1612]	EDL1612	Per vial
170.	Tab. Amitriptyline (Hydrochloride) Ip 10mg [EDL1158]	EDL1158	Per Tab
171.	Tab. Alprazolam Ip 0.25 Mg [EDL727]	EDL727	Per Tab
172.	Salbutamol Inhalation Ip 100mcg/Dose, 200 Metered Doses [763]	EDL763	Per pack
173.	Tab. Doxophylline Ip 400mg [EDL1182]	EDL1182	Per tab
174.	Inj. Vit. K3 (Menadione Sod. Bisulphate) Ip 10mg/Ml, 1ml Amp [EDL1186]	EDL1186	Per Amp
175.	Tab. Chloroquine (Phosphate) 150mg Base Ip/Bp [EDL0203]	EDL0203	Per Tab
176.	Tab. Ethambutol 400mg Ip [EDL0204]	EDL0204	Per Tab
177.	Tab Pyrazinamide 500mg Ip [EDL0208]	EDL0208	Per Tab
178.	Tab. Pyrazinamide 750mg Ip [EDL0209]	EDL0209	Per Tab
179.	Tab. Ethionamide Ip/Usp 250mg [EDL246]	EDL246	Per Tab
180.	Tab. Dapsone Ip 100mg [EDL202]	EDL202	Per Tab
181.	Inj. Etoposide Ip 100 Mg/5ml, Vial 5ml [EDL335ONC]	EDL335ON C	Per vial
182.	Inj. Methotrexate Ip 50 Mg/2ml, 2ml Amp [EDL342]	EDL342	Per vial
183.	Inj. Pemetrexed 100mg Usp, 10ml Pack [EDL1234ONC]	EDL1234O NC	Per vial
184.	Inj. Hepatitis-B Immunoglobulin 200 Iu Vial/1ml, Pfs [EDL203]	EDL203	Per vial
185.	Inj. Measles 0.5ml, Vial Mmr Ip, 0.5ml Vial	EDL0235	Per vial
186.	Inj. Surfactant Intratrachial Suspension, 3ml Vial/Pfs	EDL2063	Per vial
187.	Feracrylum Gel 1% W/W, 15gm Tube	EDL245	Per Tube
188.	Mefenamic Acid Susp. 100mg/5ml, 60 Ml Bottle	EDL0014	Per bottle
189.	Ketorolac Tromethamine Tab. Ip 10mg	EDL0012	Per Tab
190.	Montelukast Sodium And Levocetirizine Hcl Tab. Ip10mg+5mg	EDL0031	Per Tab
191.	Phenylephrine, Chlorpheniramine Maleate, Paracetamol Suspension 2.5mg + 1mg + 125mg/5ml, 30ml Bottle	EDL139	Per Bottle
192.	Inj.Amoxycillin + Clavulanic Acid 1gm + 200mg, Vial	EDL183	Per vial
193.	Tab. Isoxsuprine Hydrochloride 10mg	EDL0189	Per Tab
194.	Inj. Docetaxel 120mg/6/3 Ml Ip, Vial 3/6 Ml	EDL1243O NC	Per vial
195.	Tab. Gefitinib Ip 250mg	EDL248ON C	Per Tab

196.	Tab. Clonazepam Ip 1mg	EDL729	Per Tab
197.	Tab. Bicalutamide Ip 50mg	EDL0227	Per Tab
198.	Suspension Chloroquine 50mg/5ml, Phosphate Ip, 60ml Bottle	EDL303	Per Bottle
199.	Tab. Acyclovir Ip 400mg	EDL1017	Per Tab

Note:

1. *For New Drugs Introduced in the market, Market standing certificate for three years is relaxed subject to furnishing of relevant documents against claims of new Drug.*
2. *The Products which were having patent rights and are now open to be manufactured by other manufacturers are exempted from submission of Market Standing Certificate for three years.*
3. *However, for both the above cases (1&2 supra), the bidders have to produce a certificate from the Licensing authority of the respective States that the products are being manufactured in their premises from the date of item declared as Off-Patent/ newly introduced in the market, as the case may be.*
4. *Wherever, Water for Injection/reconstitution has been asked with any drug/injection, it must be a composite Pack containing Drug and WFI/WFR. Particulars of WFI/WFR including name of manufacturer, batch no. date of manufacture, date of expiry etc. must be mentioned on secondary and tertiary packing. NABL report of the WFI/WFR must also be provided with the supplies.*

Annexure C

(List of Items quoted by the Bidder)

To be submitted on the Letter Head of the Bidder)

Instructions:

1. **Please do not quote** if the demanded strength/pack size of Medicine/Drug demanded in the NIT are not as per Product Permission accorded by the Licensing authority.
2. It will be the responsibility of the bidder to highlight and Tick Mark the item quoted on Approved List/Product Permission, Market Standing Certificate approved/ Issued by the licensing Authority, respectively, for which the bidder is offering the bid.
3. Every Bid must be accompanied with the Annexure C (List of items quoted by the Bidder) as per below proforma.

S. No	Name of Item Quoted	Item Code	Manufacturer	Manufacturing License along with subsequent Renewals	Product Permission	Market Standing	**Batch size**
				Annexed at			
				Page No.	Page No.	Page No.	

We do hereby undertake that the products quoted by us, mentioned above, fully complies with the tendered specifications and is/are strictly as per the product permission granted by the licensing authority for the quoted products. Deviations, if found, at any stage shall invite disciplinary action against the supplier/manufacturer as well.

Signature of the Bidder

Please Note that it is essential for the bidders to submit the information as per performa.

ANNEXURE –D

Declarations and Undertaking

(On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public and submitted with Cover- A)

1. We... (Name of firm) do hereby declare that we have installed manufacturing capacity of quoted item in specified units in the bid as detailed below:-

S. No.	Quoted item details & code no.	Monthly capacity in all shifts (in nos.)	Annual production capacity (in nos.)	Monthly supply commitment to JKMSCL (in nos.)	Annual supply commitment to JKMSCL (in nos.)
1	2	3	4	5	6
1					
2					
3					

2. We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.

3. (a) We do hereby undertake that our company/firm/product has not been black listed/banned/debarred by Union Govt. or any State / UT Govt. or their subordinate departments from participation in bidding.

   (b) We do hereby declare that our company/firm/product has been blacklisted/ banned/debarred by... (Name of Govt./Deptt.) and detailed information is as given below:

   (i.) Cause of black listing/banning/Debarring.

   (ii.) For which item..................................:

   (iii.) Period of black listing/banning/Debarring.

   (iv.) Latest Status of black listing/banning/Debarring.

4 That we shall report JKMSCL, if any punitive action including blacklisting /debarment or /conviction is initiated against us by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise after participating in the bid or issuance/currency of Rate contract.

5 We hereby confirm that we have deposited all the GST tax as on dated .... with the concerned authority/department. No GST is due on the firm as on dated ....

6 We hereby undertake that we have sufficient production capacity and resources to meet timeline of supply orders, if placed on us.

7 We hereby undertake that all the terms & conditions of the NIT are unconditionally accepted by us.

Signature of Authorized Signatory

Place : Name and Signature of Bidder

Date : Designation with seal

ANNEXURE-E

(On firm's letter head)

ANNUAL TURN OVER STATEMENT

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

S.No.	Financial Years		Turnover in Lakhs (Rs)
1.	2022-23	-	
2.	2023-24	-	
3.	2024-25	-	
	Total	-	Rs. ___________ Lakhs

Average gross annual turnover - Rs. ___________ Lakhs

Date

Signature of the bidder

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

(On firm's letter head)

<u>Statement of Plant & Machinery</u>

(It should be submitted with cover-A)

(i) List of Plant & Machinery available for production of item.

(ii) List of items manufactured by the bidder.

(iii) Area of unit with working space & authority letter of allotment.

(iv) Stock position of raw material.

(v) Registration certificate for manufacturing unit/MSME unit from concerned department.

(vi) Manpower status/details (Multinational companies need to specify the number of manufacturing units globally).

(vii) List of item for quality control measures including details of Quality control laboratory, if any.

(viii) **Details of batch size of the quoted items.**

(ix) Certificate from Govt. Agency/ Charted engineer for production capacity assessment.

(x) Any other information.

(Name)
Signature of
Bidder with Seal

ANNEXURE -H

(On firm's letter head)

Particulars of the Bidder and Manufacturer/s

S. No.		
1	Name of the Bidder	
2	Name of the Manufacturer/s	
3	Address for correspondence	
4	Contact Person of Bidder	
5	Contact Details (Phone number, e-mail etc.)	
6	Designation of the contract person in the firm	
7	Specimen Signatures of the Contact Person	
8	Person authorised for execution of agreement and his/her specimen signatures	
9	Bank account details linked with their GSTIN	No payment shall be released to any other bank account except the one linked with GST registered number of the successful bidder, disclosed in the NIT.
	Name of Bank	
	Branch Address	
	IFSC Code	
	Account No. of bidder/supplier firm linked with GST	
	State /UT	

Signature of Authorized Signatory

Place :

Date :

Name of Signatory

Designation with seal

ANNEXURE -I

(On firm's letter head)

Format of Affidavit for EM-II

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

(a) My/Our above noted enterprise M/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-K
(Original manufacturer/Direct Importer)
AFFIDAVIT

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

DECLARATION FORM

1. I/We…………………………………………………………… (**Original manufacturer / Direct Importer**) having our office at…………………………………………………………………………… (**Address of Original manufacturer/Direct Importer)** and Manufacturing Unit at………………………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 of Drugs/ IV Fluids have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of Original manufacturer/Direct Importer.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
3. That neither our Firm nor any product or our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise on the date of bid submission on the ground of submission of fake or forged documents or false information / facts, or for supply of drugs/medicines/ for other reasons, anywhere in India.
4. That we shall report JKMSCL, if any punitive action including blacklisting /debarment or /conviction is initiated against us by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise after participating in the bid or issuance /currency of Rate contract.
5. I/ we hereby declare that:
   a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
   b) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State / UT Government or any local authority as specified in the Bidding Document;
   c) I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
   d) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. 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 / UT 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.
7. That I/We 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 apart from forfeiture of EMD & performance security.
8. 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 rejectedif it contains any counter / other condition.
9. ***I / We do hereby declare that I / We shall supply the items as per the designs given in Clause 27 of the Tender Document and as per the instructions given in this regard.***
10. 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.

11. 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 Rate Contract and I/We shall abide by the same fully.
12. 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.
13. 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
14. 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 3 years in case, any information furnished by us proved to be false at the time of inspection or otherwise at any stage of tender/contract and not complying the conditions as per GMP Guidelines.
15. I/we declare that I/we use approved, safe & tested raw materials including excipients(as per Rule 169 of the Drugs & Cosmetics Rules,1945) from NABL accredited Laboratory.
16. We are fully aware of the fact that Financial Bids shall be considered for opening after being recommended by the Technical Experts, from the concerned Department, out of the bidders recommended by the subcommittee after evaluation of Technical Bids and acceptance of Technical Evaluation/Advisory Committee.
17. In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/ any other committee constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and / or Policy for Blacklisting of JKMSCL.
18. I/we declare that the test report is obtained for each batch of the finished product w.r.t. composition of active ingredients, from NABL accredited laboratory and shall be supplied with supplies.
19. I/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
20. I/we declare that I/we have not been found guilty of supplying any spurious drugs in the last three (03) years

(Deponent)
Signature

Date: Name of the Firm:
Office Seal:

Verification

I......................S/o..........................(Designation)........................... Prop/ Partner/ Director of Firm M/s .... Address .... Affirm on oath that the contents/information from para 1 to 20 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid and forfeiting the earnest money deposit and or performance security, for which I shall be solely responsible and the laboratory / firm may be Debarred/Banned/ prosecuted for the same

(Name of Deponent & Signature) ATTESTED BY NOTARY PUBLIC

ANNEXURE-L

(Authorized Agent)

AFFIDAVIT

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

DECLARATION FORM

1. I/We…………………………………………………………… (**Authorized Agent**) having our office at………………………………………………………………………………… (**Address of Authorized Representative)** 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 of Drugs/ IV fluids, have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of **Authorized Agent of M/s** ________________________.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
3. That neither our Firm nor any product or our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise on the date of bid submission on the ground of submission of fake or forged documents or false information / facts, or for supply of drugs/medicines/ for other reasons, anywhere in India.
4. That we shall report JKMSCL, if any punitive action including blacklisting /debarment or /conviction is initiated against us by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise after participating in the bid or issuance / during currency of Rate contract.

   is or any punitive action initiated by any
5. I/ we hereby declare that:
   - e) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
   - f) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State / UT Government or any local authority as specified in the Bidding Document;
   - g) I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
   - h) l/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. 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 / UT 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.
7. That I/We 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.
8. 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.
9. I / We do hereby declare that I / We shall supply the items as per the designs given in ***Clause 27 of*** the Tender Document and as per the instructions given in this regard.
10. 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.
11. I/We are fully aware of the fact that Financial Bids shall be considered for opening after being recommended by the Technical Experts, from the concerned Department, out of the bidders recommended by the subcommittee after evaluation of Technical Bids and

acceptance of Technical Evaluation/Advisory Committee.

12. In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/ any other committee constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and / or Policy for Blacklisting of JKMSCL.
13. I/we declare that the test report is obtained for each batch of the finished product w.r.t. composition of active ingredients, from NABL accredited laboratory and shall be supplied with supplies.
14. 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 Rat Contract and I/We shall abide by the same fully.
15. I/We declare that we possess all the legal license(s)/permits for supply of the product(s) quoted; that we possess all the necessary facilities for the supply, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life . 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
16. I/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
17. 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 3 years in case, any information furnished by us proved to be false at the time of inspection or otherwise.

(Deponent)
Signature
Date: Name of the Firm:
Office Seal:

Verification

I......................S/o..........................(Designation)........................... Prop/ Partner/ Director of Firm M/s .... Address .... Affirm on oath that the contents/information from para 1 to 17 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid and forfeiting the earnest money deposit and or performance security, for which I shall be solely responsible and the laboratory / firm may be Debarred/Banned/ prosecuted for the same

(Name of Deponent &Signature) ATTESTED BY NOTARY PUBLIC

Note: The authorized representative shall have to submit the declaration from original manufacturer also

ANNEXURE – M

(On the letterhead of manufacturer and notarized)

Authorization of Bidder by the Firm

The Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited
J&K

Dear Sir,

Sub: Regarding authorization of bidder by the firm
Ref.: Your NIT no. …………. dated……………………………

Name of items……………………………………………

I/we ……………. (Name)…………….for M/s……………………*(Name of firm)*…………………………………who are proven and reputable manufacturers ………………….*(Name of item)*……………………….having factory at ……………………..*(.Address of Factory and Office)*………………………………… hereby authorize Mr………………… *(Name & Designation of Bidder)*…………………to submit a bid, process the same further, to raise invoice, enter into a tripartite contract with you against your requirement and to receive payments, on our behalf as contained in the above referred bid documents/NIT for the above goods manufactured by us.

I/We confirm that the authorized person / firm have the necessary permission / licence etc from the competent authority as required under law to undertake the business for the bided items.

I/we further confirm that no individual other than Mr……..*(Name & Designation of Bidder),* is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents for the above goods manufactured by our Firm.

I/we also hereby extend our full consent, as applicable as per bid conditions of contract, read with modifications/addendum, if any, in the conditions of contract for the goods and services offered for supply by the authorized bidder/signatory against this bid document.

In case of default of authorized representative (or) otherwise, I/we also hereby confirm that we shall also be jointly and severally responsible for the satisfactory execution of contract placed on the authorized Firm & blacklisting along with penalty, if any, for non-execution of contract by the authorized dealer/supplier shall be borne by us.

This authorization shall be valid till the completion of the rate contract period and related services i.e. guarantee etc., whichever is later.

I/we further confirm that without the prior consent of JKMSCL, Authorized representative i.e M/S------------ shall not be changed. We shall be personally responsible for any disputes between us and our dealer, if any.

The attested photocopy of photo ID/voter ID/driving license/any other equal document for authorized person is enclosed here.

Yours faithfully,

(Name & signature of chairman)…………………………………………
For M/s ………………………………………………………………………
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person
(we have read all the terms & conditions and agreed to abide by the same)

Mr………………………………
(Signature, Name &address)……………………………

ANNEXURE – M-1

(On the letterhead of manufacturer and notarized)

Authorization of Manufacturer to agent for execution of supplies

The Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited
J&K

Dear Sir,
Sub: Regarding authorization of bidder by the firm
Ref.: Your NIT no. .... dated.................................

Name of items..

I/we ....for M/s*(Name of firm)*...who are proven and reputable manufacturers *Name of item/s)* ....having manufacturing unit at ....*(Address of Manufacturing Unit and Office)* hereby nominate Mr/Ms...*(Name & Designation)*to execute supplies, to raise invoice, enter into a tripartite contract with you against your requirement and to receive payments, on our behalf as contained in the above referred bid documents/NIT for the goods manufactured and quoted by us.

I/We confirm that the authorized person / firm have the necessary permission / licence etc from the competent authority as required under law to undertake the business for the bided items.

I/we further confirm that no individual/Firm, has been authorized by us to submit a Bid, with you against your requirement as contained in the above referred Bid documents for the above goods manufactured by our Firm.

I/we also hereby extend our full consent, as applicable as per bid conditions of contract, read with modifications/addendum, if any, in the conditions of contract for the goods and services offered for supply by the above namedauthorized agent against this bid document.

In case of default of above mentioned agent (supplying firm) (or) otherwise, I/we also hereby confirm that we shall remain responsible for the satisfactory execution of contract placed on us through supplying firm (agent)along with penalty, if any, for non-execution of contract by our nominated Agent.

This authorization shall be valid till the completion of the rate contract period and related services i.e. whichever is later.

I/we further confirm that without the prior consent of JKMSCL, nominated Agent i.e M/S.. shall not be changed.

Following Documents of our nominated Agent in the Bid are attached:

1. ***Aadhar Card***
2. ***PAN Card***
3. ***GST Registration/ Latest GST Returns***
4. ***Valid Drug sale License along with subsequent renewals.***
5. ***Valid Latest Non Conviction Certificate issued by the Licensing authority***
6. ***Letter of acceptance of Terms and conditions of e-NIT.***
7. ***Name, photograph & specimen signature.***
8. ***Declaration form on Non Judicial Stamp Paper of Rs 100 (Annexure-L-1)***

Yours faithfully,

(Name & signature of chairman)...
For M/s ....
AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized Agent
(we have read all the terms & conditions and agreed to abide by the same)

Mr....................................

(Signature, Name &address)..................................

ANNEXURE-N

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

AGREEMENT

(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this .... day of .... 2023 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S/Drugs) having its registered office at Ist Floor, Durg Store Building, Govt. Medical College Jammu(Temporarily shifted to Plot No:58,Friends Colony,Satyam Road, TrikutaNagar,Jammu / Opposite State Motor Garage, near Haj House Bemina Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executers 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 .... (hereinafter referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executers and administrators unless excluded by the contract).

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

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for Drugs, IV Fluids for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twelve (24) months period, extendable for another three (03) months with mutual consent) 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 Drugs, IV Fluids on terms and conditions set forth in the agreement.

   2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto 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 scheduled attached here to indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause "2.2" above. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall make supplies of the Drugs, IV Fluids on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the UT of Jammu and Kashmir.

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

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

   2.6 Penalty shall be imposed @ 0.25% per day for every day of delay subject to maximum 10%. Rest of the terms and conditions of SSP with regard to penalty clause shall remain unchanged

3. **SUPPLIES ON THE RATE CONTRACT OF JKMSCL:**

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

4. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

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

4.2. In case the Second Party neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, 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, biding or be of any effect what so ever.

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

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

8. SERVING OF NOTICE TO SUPPLIER

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

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

10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final 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) (Second Party)
Signature, Name & full Address with stamp
Witness (Signature, Name & Address)

1.
2.

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

General Manager (P&S/Drugs)/ JKMSCL (Signature, Name & full Address with tamp)
Witness (Signature, Name & Address)

1.
2.

Instructions for parties:

1. *Affidavit should be purchased within 3 months of its executions.*
2. *Date of execution and Notarization must be same.*
3. *All the pages of agreement must be signed by the parties.*
4. *Every effort should be made to avoid any cutting /overwriting.*
5. *First Part mentioned in Affidavit must be JKMSCL; 2nd Party must be manufacturer/bidder/supplier and in case of Tripartite agreement, 3rd Party must be the supplier firm.*

Instructions for parties:

1. Affidavit should be purchased within 3 months of its executions.
2. Date of execution and Notarization must be same.
3. All the pages of agreement must be signed by the parties.
4. Every effort should be made to avoid any cutting/overwriting.
5. Fist Part mentioned in Affidavit must be JKMSCL; 2nd Party must be manufacturer/bidder/supplier and in case of Tripartite agreement, 3rd Party must be the supplier firm.

Annexure O

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

AGREEMENT

(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)

This deed of agreement is made on this .... day of .... **20____** between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at ***Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu / Opposite State Motor Garage, near Haj House Bemina Srinagar*** (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executers 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, executers and administrators unless excluded by the contract) and M/s .... (Authorized agent/dealer/ facilitator) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at .... (herein after referred to as "Third Party"- (Authorized Agent/ Suppliers/ Dealers) of Second Party, which term shall include its successors representative, heirs, executers and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/Direct Importer/ Authorized Agent/ Suppliers/ Dealers) **(Second Party/Third Party** (Authorized Representatives) have agreed to supply to First Party (Purchaser), the **"Allopathic Drugs"** with specifications mentioned in the schedule, **as approved in their favour against e-NIT No. ________________________ dated ______________** attached here to at the prices noted therein 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 contract value (Purchase Orders) (rounded to the nearest round number) as per terms & conditions of the NIT, in the form bank of guarantee for the due and faithful performance of this agreement, to be forfeited in the event of failure of Second Party to perform it.

For execution of the agreement the Second Party/Third Party (Supplier) and the First Party (Purchaser) do hereby mutually covenant, declare, and agree in the following manner, that is to say,

1. The term "Agreement", wherever used in this connection shall mean and include

the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for **"Allopathic Drugs"** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twenty four (24) months period, extendable for another three (03) months with mutual consent) particulars herein uploaded through corrigendum/addendums if any.

2.1. The agreement is for the supply, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the **"Allopathic Drugs"** 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 period of twenty four (24) months from the date of issuance of Rate Contract which can br further extended for another three (03) months with mutual consent of First Party and Second /Third Party.

2.3. The bid quantity noted against each item, if any, in the NIT indicate 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 /Third Party (Supplier) shall make supplies of the **"Allopathic Drugs"** on the basis of Purchase order placed in their favour 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 Union Territory of Jammu and Kashmir.

2.3. The bid quantity noted against each item, if any, in the NIT indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause "2.2" above. This quantity may increase or decrease at the discretion of the First Party. The Second Party /Third Party (Supplier) shall make supplies of the **"Allopathic Drugs"** on the basis of Purchase order placed in their favour 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 Union Territory of Jammu and Kashmir.

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

2.5 The release of payment and deductions/penalties shall be as per terms and conditions of the NIT/supply orders/SPP and amendments made thereof from time to time.

2.6 Penalty shall be imposed @ 0.25% per day for every day of delay subject to maximum 20%.Rest of the terms and conditions of SPP with regard to penalty clause shall remain unchanged.

3. AUTHORIZED AGENTS/ DEALERS OF SECOND PARTY:

3.1. In this agreement, the Second Party (Original Manufacturer/ Direct Importers) have authorized M/s ....; (Third Party) as Agent/Distributers/Dealers to ________________________, to negotiate with First Party (if required by 1st 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.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second /Third Party shall in no case, use the rate contract of JKMSCL for making supplies to other department(s)/agency(ies)/ NGO etc. In case Second /Third Party supplies any of the item(s) at the rate contract 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 in case of failure /reluctance to deposit 7.5% value mentioned above, First Party shall be at liberty to Debar/ Blacklist the 2nd Party for a period upto 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 /third party) as performance security, bid security and any other dues of 2nd party lying with 1st Party besides cancellation of 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 /Third Party under this and/ or any other contract and in case such last mentioned deposit/dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Party /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 /Third Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clauses of this agreement 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 what so ever in respect of such termination of the contract/ agreement by the First Party.

6. All the requests, grievances etc. whether so described, in the NIT, LOI, Rate Contract Agreement or not, unless in writing shall not be entertained..

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

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

8.1. In case Second/ Third Party, (Authorized Representative/ Dealer/ facilitator) at any time during the continuants of the contract become bankrupt of or insolvent or commits any act of bankrupt or insolvency either provisions of any law in that behalf for the time being in force, or should compound with his creditors, the Second Party, (Original Manufacturer/Direct Importers) shall be bound to continue with the supplies directly for the First Party till the completion of contract otherwise it shall be lawful for the purchase to put an end to the agreement and thereupon every article clause and thing herein contained to be operative as part of First Party, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

9. SERVING OF NOTICE TO SUPPLIER

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

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

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

12. All terms and conditions of the NIT, LOI, Rate Contract and SPP shall be the part of this agreement.

Authorized Agent/ Dealer
(Supplier) (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 & Kashmir Medical Supplies Corporation Ltd (First Party)
Represented by
General Manager (P&S)JKMSCL
(Signature, Name & full Address with stamp)

Witness (Signature, Name & Address
1.

2.

ANNEXURE-P

(On Firm's letter head)

Memorandum of Appeal

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

Before the... (appellate authority)

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

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

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

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

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

6. Ground of appeal:
   ....
   ....
   .... (supported by an affidavit)

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

Place ....
Dated ....

Appellant's signature

ANNEXURE-Q

PROFORMA FINANCIAL BID FOR QUOTED ITEM

Sl No.	Item Description	Item Code / Make	Unit	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST			Any other taxes (if applicable)	Total Amount Without GST	Total amount with GST	TOTAL AMOUNT In Words
					IGST	SGST	CGST				
1	2	3	4	5	6	7	8	9	10	11	12
1.											
2.			Do not quote rates here.								
3.											
4.											

Signature
Date

Name in Capitals
Company /Firm Seal

Note: -

1. The final rate quote should be inclusive of all taxes.
2. Rate should be quoted for only single unit
3. No quantity or cash discounts should be offered.
4. Read all the terms & conditions before filling the Annexure-J.
5. Please quote rates in absolute amount only.
6. **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 R

Letter of acceptance of Terms and conditions of e-NIT

(On the letterhead of manufacturer/Direct Importer)

The Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited
J&K

Dear Sir,

Sub: Regarding acceptance of Terms & conditions of NIT

I/we ....for M/s...*(Name of firm)*....................................... hereby undertake that we have read and unconditionally accept all the terms & conditions mentioned in the bid alongwith the references mentioned herein.

I/we also hereby extend our full consent, as applicable as per bid conditions of contract, read with modifications/addendum, if any, in the conditions of contract for the goods and services offered for supply by us through our nominated agent ____ against this bid document.

Yours faithfully,

(Name & signature of chairman)...
For M/s ....
AUTHORISED SIGNATORY OF FIRM (Manufacturer)

Annexure R-1

Letter of acceptance of Terms and conditions of e-NIT

(On the letterhead of Bidder /Agent)

The Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited
J&K

Dear Sir,

Sub: Regarding acceptance of Terms & conditions of NIT

I/we ....for M/s...*(Name of firm)*....................................... hereby undertake that we have read and unconditionally accept all the terms & conditions mentioned in the bid alongwith the references mentioned herein.

I/we also hereby extend our full consent, as applicable as per bid conditions, read with modifications/addendum, if any, in the conditions of contract for the goods and services offered for supply by M/s ____ (manufacturer) against this bid document.

Yours faithfully,

(Name & signature of chairman)...
For M/s ....
AUTHORISED SIGNATORY OF FIRM

Detail of Annexure

Annexure C	(List of Items quoted by the Bidder)To be submitted on the Letter Head of the Bidder
ANNEXURE –D	Declarations and Undertaking (On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public.
ANNEXURE-E	ANNUAL TURN OVER STATEMENT(On firm's letter head)
ANNEXURE-F	STATEMENT OF PAST SUPPLIES (On firm's letter head)
ANNEXURE –G	Statement of Plant & Machinery(On firm's letter head)
ANNEXURE –H	Particulars of the Bidder and Manufacturer/s(On firm's letter head)
ANNEXURE –I	Format of Affidavit for EM-II(On firm's letter head)
ANNEXURE-J	Regarding submission of Consolidated Contract Completion Report (On firm's letter head)
ANNEXURE-K	Declaration Form (Original manufacturer/Direct Importer)AFFIDAVIT
ANNEXURE-L-1	Declaration Form (Authorized Agent)on Non Judicialstamp of Rs.100/-
ANNEXURE–M	*On the letterhead of manufacturer and notarized* Authorization of Bidder by the Firm
ANNEXURE–M-1	*(On the letterhead of manufacturer and notarized)* Authorization of Manufacturer to agent for execution of supplies
ANNEXURE-N	[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"] AGREEMENT (For Manufacturers/ Direct Importers only)
Annexure O	[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"] AGREEMENT (Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)
ANNEXURE-P	Memorandum of Appeal *(On Firm's letter head)*
ANNEXURE-Q	Financial Bid for quoted items
ANNEXURE-R	Letter of acceptance of Terms and conditions of Manufacturer
ANNEXURE-R1	Letter of acceptance of Terms and conditions of Bidder/Agent.