NOT TRANSFERABLE

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
(Public Sector Undertaking of Govt. of Jammu & Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu
Corporate Office: Opposite State Motor Garage, near Haj House Bemina Srinagar
Telephone: 0191-2478842, Fax: 0191-2478842(Jammu); Telefax: 0194-2493607 (Srinagar)

449

JKMSCL

E-BID FOR THE FINALIZATION OF RATE CONTRACT FOR SUPPLY OF BLOOD BANK ITEMS

(REFERENCE NO: JKMSCL/MED /2021/ 449 DATED: 18-01-2021)

LAST DATE OF SUBMISSION OF ONLINE BIDS: 15-02-2021 upto 1600 hrs

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.
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No. JKMSCL/MED/2021/449 Dated: 18-01-2021

NOTICE INVITING BID (NIB)

1. e-bids are invited under two covers from Original Manufacturers /Direct Importers / Authorized Representatives by Jammu and Kashmir Medical Supplies Corporation Limited, Opposite State Motor Garage, near Haj House Bemina Srinagar / Temp. Address Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu for finalization of Rate Contract for the procurement of **"BLOOD BANK ITEMS"** as per Annexure C.
2. The Bid is for finalization of Rate Contract for a period of two years.
3. Detailed particulars of the bid documents & specifications of items may be downloaded from J&K Govt. e-tendering portal www.jktender.gov.in or JKMSCL website: www.jkmsclbusiness.com;
4. The bid shall only be submitted through e-procurement portal of J&K Government i.e. www.jktenders.gov.in.
5. EMD received after the specified time and date shall not be accepted and the bid shall be rejected
6. The technical bids shall be opened at Jammu / Kashmir Corporate Office of JKMSCL in the presence of the Bidders or their representatives who may wish to be present.
7. No queries / representations shall be entertained after the clarification end date.
8. No queries / representations shall be entertained after the clarification end date.

Note: If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same shall be uploaded on the J&K Govt. tender portal www.jktenders.gov.in; JKMSCL website; www.jkmsclbusiness.com, but shall not be published in any newspapers / journal.

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

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(Public Sector Undertaking of Govt. of Jammu & Kashmir)
Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu
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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 N1, 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 bidder (Original Manufacturer/ Direct Importer) for three financial years for the procurement of Blood Bank Items shall be as under:**

S.No.	Group	Average Annual turnover
1.	Blood Bank Items	01 Crore

3. Certificates/Licenses/Documents which are required should be complete and updated.
4. Tender charges, Bid processing fees and Bid Security (EMD) should be submitted separately for each Bid is **non-refundable except Bid Security.**
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 office JKMSCL Jammu,** 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 days before the Pre-Bid Meeting, so that these could be properly scrutinized.** Representation regarding issues and queries, which are discussed in pre bid meeting, shall be submitted within two days after pre bid. Representation received after two days of pre bid shall not be considered. Necessary Corrigendum / Modification / Clarification in the bid and specification(s), if required, shall be issued tentatively on next day of clarification end date. **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 format N-1.
9. Authorization pledged before the Notary should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of Authorized Representative(in original).

10. 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.

11. The Original Manufacturer/Direct Importer can authorize only one Representative for JKMSCL. In case the Original Manufacturer/Direct Importer authorize 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 liable for rejection.

12. 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 the 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 websiteswww.jktenders.gov.in**.** Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
12. JKMSCL shall have right to take consent from L2, L3, L4 etc. bidders to match their rates as L1 matched rates, to draw parallel rate contract so as to ensure the regular supply
13. In case JKMSCL decides to place order at matched L1 rates, the ratio of placement of orders shall be as per the Standard Procurement Procedure, approved by the BoDs, JKMSCL.
14. **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 take the rates of L2 bidders for such item.**
15. The bidders who will qualify in the technical evaluation have to deposit the samples of their respective quoted items when & where asked for which are required to be finalized after evaluation of samples.
16. **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.**
17. **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.

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

(Bid form is non–transferable)
BID FORM FOR RATE CONTRACT OF Blood Bank Items

BID REFERENCE. No.. JKMSCL/MED/2021/449 Dated: 18-01-2021

1. Date and time of publishing the bid	: 19-01-2021at 1600hrs
2. Start date & time for download the bid document	: 19-01-2021 at 1600hrs
3. Last date and time for download the bid document	: 24-02-2021 at 1600hrs
4. Clarification Start date	: 19-01-2021 at 1600hrs
5. Clarification end date	: 06-02-2021at 1600hrs
6. Pre-bid Meeting	: **06-02-2021 at 1100 hrs at Conference Hall JKMSCL-Jammu**
7. Start date and time for submission of online bids	: 08-02-2021 at 1200hrs
8. Last date and time for submission of online bids	: 24-02-2021 at 16000hrs
9. Date and time for online opening of technical bids	: 26-02-2021 at 11.00 hrs

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. Payable at Jammu/Srinagar (**IMPS money transfer shall not be entertained**).

i. Scanned copies of Bank transfer/deposit receipt of cost of tender documents and Tender Processing charges and EMD in the shape of FDR/CDR shall have to be uploaded along with Technical Bid.

ii. However cost of tender documents, tender processing charges and Earnest Money Deposit in the shape of FDR/CDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/Srinagar before the last date/time of bid submission

1. Bid Security (EMD) :
   i. Rs 1,00,000/- for general bidders
   ii. OEM Firms which are registered as MSME Unit(s) shall be considered for Exemption of bid security including tender charges of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs.9000/- is to be paid by the MSME Unit(s) also.

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)

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 Surgical disposable 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 SSI Unit/Import license along with Authorization by Foreign Principal.

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

S. No	Item	Page No.
1.	Bid security 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/-** **b) <u>For MSME Units (OEM)</u>** Cost of Tender document- Exempted Tender processing charges**= Rs.9,000/-** **Total = Rs.9,000/-** **(Through/CDR/NEFT)**	
3.	Nature of the Firm/Public Company/Private Company/ Partnership/Proprietorship/Any other with Documentary proof issued by the competent Authority.	
4.	Average Annual Turnover Statement not less than 1 crores (One crore) of the bidder (Original Manufacturer/Importer) for Last 3 financial Years from Chartered Accountant with **UDIN** **ANNEXURE-F**	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant	
6.	Latest Non Conviction Certificate issued by the Licensing authority of the respective state /UT (Issued not before 6 months).	
7.	Valid Manufacturing License along with subsequent renewals, if any	
8.	Valid Drug sale License along with subsequent renewals, if any.	
9.	Valid CGMP as per revised **Schedule "M"**/ WHO format.	
10.	Product permission by the licensing authority for the quoted products by the original manufacturer(s)	
11.	Statement of Installed Manufacturing Capacity, Certificate regarding rate reasonability and details of warehouses **(Annexure –E)**	
12.	Non blacklisting / undertaking declaration(notarized) **(Original manufacturer/ Direct Importer)** on non- judicial Stamp paper of Rs 100/- **(Annexure-F)**	
13.	Non blacklisting / undertaking declaration(notarized) **(Bidder/Authorized Representative)** on non- judicial Stamp	

	paper of Rs 100/- **(Annexure-F-1)**	
14.	Letter of acceptance of Terms and conditions of e-NIT duly signed by the bidder. **ANNEXURE-L**	
15.	Import License on Form 40 & registration approved by CDSCO	
16.	**Authorization from principal manufacturer / Importer** *(On the letterhead of Principal manufacturer / Sole Importer) / In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary/Sole Importer is to be submitted).* ***Annexure-N1***	
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.	Market Standing Certificate issued by Licensing authority of the respective States not Less than Three preceding years. (duly notarized) **Annexure G**	
21.	Details of Technical personnel employed in the manufacturing and testing approved by the Licensing Authority.	
22.	*List of Items quoted by the bidder mentioning the principal manufacturer of each quoted item.(Compulsory) (Annexure C2)*	
23.	BIS License with schedule for ISI Marked Products Quoted (wherever applicable)	
24.	ISO & CE/BIS/USFDA certificate for quoted Items as mentioned in bid Catalogue (wherever applicable)	
25.	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.....
26.	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..... ....
27.	Proforma for financial Bid for Quoted Item **(Annexure D)**	
28.	Triparty Agreement for Authorized Agents/ Dealers/ Facilators on Rs.100 Non judicial stamp paper **(Annexure P)**	
29.	Format of Affidavit for EM-II **(Annexure-J)**	
30.	Letter of acceptance **(Annexure O)**	
31.	Proforma for Agreement **(Annexure P)**	
32.	Proforma for submission of samples **(Annexure Q)**	
33.	Memorandum of Appeal. **(Annexure S)**	

1. The Annexure I, K, O, P, Q, S are required to be submitted after the finalization of contract.
2. In case the manufacturing unit is more than one (01), the bidder shall have to mention all the manufacturing units wherever applicable and provide the related document separately.

Please Note that the Annexure A1 should be properly filled showing the page Number where the asked document has been attached. All the documents attached with the technical bid should be properly page-marked

I/we understand that our bid shall liable to be declared non responsive in case of any deficiency in fulfilment of above requirements on our part.

I/we accept all the terms, conditions and provisions of this bid document.

Name/Address.....
in the capacity of.....
(Designation)..... Signed.....
duly authorized to sign the bid for and on behalf of.....
(Name of Firm).....
Dated..... Tel:.....Fax:.....e-mail:.....

Date **Name and Signature of Bidder with seal**

ANNEXURE-B

TERMS & CONDITIONS OF BID AND RATE CONTRACT

N.B.: Bidder should read terms & conditions carefully and comply strictly while submitting their tenders. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the tender notice, he should refer these to the Managing Director, JKMSCL or GM (ADM), 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 Surgical disposable for a period of 24 months.
2. **The bidder i.e. Original Manufacturer(s) / Direct Importers / MSME units with an Average Annual Turnover as mentioned under the heading "instructions to bidders", for the last three financial years, shall be eligible to participate in the bid**. Supplies shall be affected directly by the Original Manufacturers/ Direct Importers, besides through their Authorized representatives(s) as per General terms & conditions. **Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.**
3. Original Manufacturer / Director 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 N-1.
   - 3.1 Only those Original Manufacturer / Director Importer and Authorized Representatives shall be permitted to enter into Tripartite Agreement who shall fill and upload Annexure N-1 (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 / Director Importer should not authorize any representative to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
4. **Bids shall have to be submitted / uploaded on J&K State tender portal, www.jktenders.gov.in only. Bidders shall have to submit financial instruments in physical form as hard copy. The Bidder who will be declared as L1, after opening of financial bid shall have to submit hard copies of technical bid documents**.
5. The Bidder should submit along with the bids all the documents /Annexures asked in the Annexure A-1, **Declaration Form cum check list.**

NOTE:

5.1 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 Blood Bank Items 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.

5.2 All 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.

5.2 The point of supply within the state of Jammu & Kashmir or out of J&K state should be specified.

5.3 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)

5.4 If any of the above cited item(s) / certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.

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

NOTE:

(A) If any item in catalogue has different sizes, lengths, strength & sub-group etc, Rates of each size, length, strength and sub-group must be filled in separate format**(Annexure "D" / BOQ).**

(B) **GST** should **be** mentioned clearly & separately.

7. **The required financial instruments (Bid/ Tender charges, Bid Security) shall be submitted** through NEFT or by depositing the amount in the Bank account of JKMSCL (For EMD only FDR / CDR shall also be accepted). Technical bid shall be opened in the presence of Bidder, who chooses to be present. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.

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

(ii) Any change in the Constitution of the Firm / Company shall be notified forth with by the contractor in writing to the MD, JKMSCL and such change shall not relieve any former member of the Firm / Company from the liability under the contract. No new partner /partners shall be accepted in the Firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions and submit with the MD, 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 shall sign the bid for match each page and at the end in token of acceptance of all the terms and conditions of the Bidder and then scanned copy be uploaded on e-portal except BOQ **(Annexure-D).**

9. BID SECURITY:

a. Bid shall be accompanied with an Earnest Money Deposit as indicated against each, with minimum of Rs. 1,00,000/- (Rupees One Lac only). Earnest Money deposit may be submitted / deposited before the last date & time of Bid submission. The Bids submitted without sufficient bid security will be summarily rejected.

b. **Refund of bid security**:- The bid security of unsuccessful Bidders shall be refunded within 30 days after finalization of the tender. However, in case of successful bidders it shall be refunded only after the signing of agreement and furnishing of requisite performance security.

c. **Exemption from bid security**:- Firms which are registered as MSME Unit(s) shall be considered for Exemption of bid security including tender charges of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs.9000/- is to be paid by the MSME Unit(s) also.

d. The security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders

10. FORFEITURE OF BID SECURITY:-

The bid security will be forfeited in the following cases:

(i) When Bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.

(ii) When Bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.

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

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

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

11. GUARANTEE CLAUSE:-

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 state 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 State of Jammu and Kashmir and rate must be quoted accordingly; the Corporation will not pay any extra carriage or transportation charges.

(iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or

transit charge including 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. If the prices of items found same from two or more bidders then the equivalent bidders shall be asked to submit their financial bid again with reduced prices within given time by JKMSCL.

(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 **(Annexure-B & L**) 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 **[Annexure-D, (BOQ)]** should not be different from tender specifications, otherwise bid may liable to be rejected

14. Price preference : This clause shall be governed by MSME policy of Govt. of India in vogue

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, shall not be eligible for participation in this tender

16. SUBMISSION AND RETURN OF SAMPLES AFTER DEMONSTRATIONS IN CASE OF SAMPLE BASED ITEMS:-

(i) Bidder should sent Samples of all the quoted items free of cost, within ten days after declaring successful by Technical Evaluation Committee. The specifications or descriptions etc. of the items are mentioned in the bid document. No sample will be accepted after opening of financial bid. In the event of non-submission of samples within the prescribed period, the tender shall not be considered and Earnest Money shall be forfeited. However, JKMSCL may grant extension of time

for submission of samples on the request of Bidder but not later than the two days before the date of opening of financial bid.

(ii) Samples of the unsuccessful Bidder may be collected back from the GM (ADM), JKMSCL, within the period intimated to him. The corporation will not be responsible for any damage, wear and tear or loss during the course of testing examination etc. The corporation for a period of one month would retain sample of approved items after the expiry of contract. The corporation shall not be responsible for any damage, wear & tear or loss in stipulated period. The corporation will not make any arrangement for return of samples even if the Bidder agrees to pay the cost of transportation. The uncollected samples shall stand forfeited to the corporation after the period allowed for collection and no claim for cost etc. shall be entertained.

(iii) The tenderer may be asked to demonstrate the technique, procedure and utility of item(s) as per specification of tender document before the technical committee of corporation at store of corporation.

(iv) Samples should be strictly according to the items quoted in the tender form, failing which these will not be considered. Such sample must be delivered free of charge to the GM(ADM), JKMSCL, Jammu. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-

(A) Name and full address of the firm.
(B) Catalogue No. and name of item.
(C) Name of section.
(D) Name of manufacturer
(E) Brand

(v) No change in marking on samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.

(vi) Original Brochures / catalogues / product information, etc. shall be submitted in separate envelop along with drafts in Jammu Corporate Office to facilitate the technical evaluation committee in evaluation of the product. The brochures, catalogues and other product information submitted should be signed by the authorized signatory of the company / vendor / manufacturer.

17. SPECIFIC CONDITIONS OF CONTRACT

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

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

17.3 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)

17.4 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 me made.

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

17.6 The supplied Blood Bank Items(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 Blood Bank Items , a period of minimum 2 years from the date of manufacture. All items of Blood Bank Items 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.

17.7 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.

17.8 Each batch of Blood Bank Items 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 Blood Bank Items

17.9 Supplies are to be delivered at F.O.R. stores & respective GMC DWH.

18. 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 supply orders shall only be placed after deposition of appropriate amount of Security Deposit and its adjustment orders by the Corporation.

(iii) The Corporation will pay no interest on security deposit/Earnest money deposit.

(iv) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. 100/- in the prescribed form with the M.D, Jammu and Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender is communicated to him. However, M.D. JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder. The validity of rate contract under this agreement shall be for a period of twenty four months from the day of issuance of 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.

(v) The Bidder shall furnish the following documents at the time of execution of Agreement:-

a. Attested copy of Partnership Deed in case of Partnership Firms.

b. Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.

c. Address of residence and office, telephone numbers in case of sole Proprietorship.

d. Registration issued by Registrar of Companies in case of Company.

e. The Corporation can extend the original rate contract, subject to original Terms and Conditions for a period deemed fit by JKMSCL, but not exceeding three months, for which the Bidder will have to abide.

f. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of Security Deposit shall be liable to forfeiture in full or part by JKMSCL and decision MD, JKMSCL shall be final.

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

19. 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 as per Annexure –E 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) **Price Preference:** This clause shall be governed by MSME policy of Govt. of India in vogue.

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 Blood Bank Items under cold chain norms from the manufacturing unit to the warehouses of JKMSCL in the state 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

i. The supplier shall ensure that each batch of Blood Bank Items 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.

ii. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for quality testing. **The JKMSCL shall deduct a sum of 1.5% from the amount of bill payable to supplier on account of Handling and testing charges.**

iii. 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 surgical item(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.

iv. In the event of the samples of the Blood Bank Items supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of items of Blood Bank Items 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 (Annexure-K) of supplies made, in enclosed formats to each consignee(s) in statement No.1 and to GM (ADM), JKMSCL by 10th of each month duly verified by the consignee(s). Every time the statement should contain details of all orders 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 RC to enable the Corporation to examine the case for refund of security money. The consignee will submit every month verified copy of statement No.1 **(Annexure-K)** along with his comment to GM (ADM), JKMSCL for monitoring of receipt of supplies.

(b) Submission of Contract Completion Report:-

i) The consignee should submit the consolidated contract completion report in the prescribed statement **(Annexure-K)** against each order to the GM (ADM), JKMSCL within 45 days of supply/receipt of material.

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

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

23. TERMS OF PAYMENT:-

1. No advance payment towards costs of Blood Bank Items 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 Blood Bank Items 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 Blood Bank Items, 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/ lort manufactured for JKMSCL.

   NB:- JKMSCL shall have right to enquire/ call the original manufacturer/ direct importer for authenticating the mode of supply/ delivery challan issued for the said consignment before making final payment.
5. Payments for supply will be considered after the receipt of 70% of items of Blood Bank Items ordered in the Purchase Order. However, the payment will be released only for the quantity in receipt, provided, the quality test report from approved test laboratories of JKMSCL has been received and found as of "STANDARD QUALITY".

6. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority of JKMSCL immediately about it. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
   In case the price of a Blood Bank Items fixed by National Pharmaceutical Pricing Authority NPPA (Government of India) under applicable Drug Price Control Order (DPCO) or rates fixed by the other National Premier Health Institutes or other State Government or their procuring agencies across India is less than JKMSCL contract price, the supplier shall be bound to make the supplies of such items at lowest price fixed within the Union of India.
7. In case of any enhancement in 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 Blood Bank Items 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 Blood Bank Items, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of essential Blood Bank Items will be deducted without any change in the basic price of the price structure of the Blood Bank Items approved under the Bid.

24. LIQUIDATED DAMAGES:

a. 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.
b. In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%.
c. 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.
d. Delay beyond the stipulated maximum delivery period i.e. beyond 120 days shall be construed as unexecuted supply and would invite penalty of 20%
e. Penalty shall not be imposed if a claim with regard to any supply i,e(Drug/Equipment) is complete in all respects i,e QC verified/Board verified etc is not cleared by JKMSCL with in a period of 60 days
f. Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
g. The maximum amount of agreed liquidated damage shall be 20%.
h. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D, JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL.
i. 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.
j. If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approved from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the

purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders 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).

k. 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.

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 conditions of transport by Sea, Rail, Road or Air and delivery of material in good condition to the Purchase Officer's store. In the event of any loss, damage, breakage or leakage or any shortage the firm shall be liable to make good such loss and shortage found at destination after the Checking / inspection of material by the consignee. No extra cost on such account shall be admissible. The firm may keep its agent to verify any damage or loss discovered at the consignee's store, if it so 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.

28. PACKING SPECIFICATIONS:

Schedule for Packaging- General Specifications

1. All Corrugated boxed should be of 'A' grade paper i.e. Virgin
2. All items should be packed in first hand boxes only.
3. Flute: The corrugated boxes should be of narrow flute.
4. Joint: Every box should be preferably single joint and not more than two joints.
5. 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.
6. Flap: The flaps should uniformly meet but should not overlap each other. The flaps when turned by 45-60° should not crack.
7. Tape: Every box should be sealed with gum tape running along the top and lower opening.
8. Carry Strap: Every box should be strapped with two parallel nylon carry straps (they should intersect).
9. **Label:** Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicated that the product is for "**JKMSCL Supply - Not For Sale (2021-23)**" and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in **Annexure-K** of this document. However. No item should mention Market Rates on its labels.
11. **Other:** No box should contain mixed products or mixed batches of the same product. All supplies are being made with Art Work approved with Cyan Blue in the background of strip, label and secondary packing etc. without compromising with the regulatory requirement of printing as per Drug and Cosmetic Act 1940 and Rules / Amendments issued thereafter. In case of meager supply orders, TIA shall have right to take appropriate decision with regard to Art Work.

29. 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 defect 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. 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.

31. PARALLEL RATE CONTRACT:

The corporation may also execute parallel rate contract to with more than one Firm For each item on the lowest approved prices on the same terms & conditions.

(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 (Adm) JKMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.

(viii) If the L-1 supplier has failed to supply / intimate JKMSCL about his inability/ delay in supply as per the purchase order, the required items 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 then and in such cases the supplier is liable to indemnify JKMSCL,WITHOUT ANY PROTEST OR DEMUR, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due / payable to the supplier.

(xi) The supplier shall supply the entire ordered quantity before the end of 60 days 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.

32. VALIDITY OF CONTRACT :

Contract 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.

33. 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.**

34. 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.

35. 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.

36. 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.

37. ARBITRATION

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

37.2 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

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

I. Counter claim and defences, if any, regarding the dispute; and

II. All written material in support of its defences and counter claim

37.4 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.

37.5 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 shal be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.

38. 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.

39. Conflict of Interests-

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

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

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

a. Have controlling partners/shareholders in common; or

b. Receive or have received any direct or indirect subsidy from any of them; or

c. Have the same legal representative for purposes of the Bid; or

d. Have a relationship with each other, directly or through common third parties, that puts them. In a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

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

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

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

40. (i) Bidder is requested to send with bid, printed descriptive literature of the quoted items.

(ii) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should provide copies of purchase orders, invoices and rate contract, if asked for.

(iii) Bidder shall not make any supply on the RC of JKMSCL to any of the Institute / department within the state of J&K. In case of default, supplier has to deposit 5% of the total value of Purchase Order / Supplies made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm), JKMSCL.

41. **All correspondence in this connection should be addressed to the M.D, JKMSCL /GM(ADM), JKMSCL; 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**

42 (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.

43. 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.

44. (i) Any certificate/documents/information submitted by the bidder found to be false / forged/fabricated etc than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc, for the limited or unlimited period.

(ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.

45. 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.

46. 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.

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

48. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto. The Signing of **Annexure-L s**hall be treated as acceptance all the terms and conditions of the Tender Documents.

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

50. JURISDICTION:-All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in the State of Jammu and Kashmir only.

51. 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.

52. 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.

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

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

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

B. Special Terms and conditions:-

1. Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be uploaded in Cover "A" and Financial details (BOQ), should be uploaded in Cover "B" otherwise tender will not be considered.
2. Conditional tenders will not be considered.
3. Transshipment will be permitted and partial shipment not allowed.
4. Payment will be released· after supply of entire quantity satisfactorily.
5. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.
6. All certificates should be valid on the date of submission of tender & issuing of supply order.
7. The name & make of articles which are offered should be mentioned against each item of the catalogue. Mere indication of English / US /Indian will not serve the purpose.
8. Brochures, catalogues with detailed product information to be submitted in separate envelop along with tender fee and EMD in the office of MD, JKMSCL.

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

Date

ANNEXURE C

LIST OF BLOOD BANK ITEMS ITEMS

S. No.	Item Code	Name of item(s)	Description	Rates to be quoted for
1.	BB-01	Anti –Sera A	Monoclonal 10 ml Minimum titration of 1:256 with A1 cells, 1:128 with A2 cells, 1:64 with A2B Cells No reaction with O cells Avidity 5-6sec, intensity of reaction 4 +	Per 10ml pack
2.	BB-02	Antisera – B	Monoclonal 10 ml Minimum titration of 1:256 specificity with B Cells, 1:128 with A1B cells Avidity 5-6 secs, Intensity of Reaction 4+ No reaction with O cells	Per 10ml pack
3.	BB-03	Anti Sera D-	Monoclonal 10 ml Minimum of 1:64 -1:128 with OR,r or R1R2 cells immediate spin Minimum of 1:128-1:256 with OR, r orR1 R2 cells after 30-45 min incubation Avidity 5-10secs. Intensity of reaction 3-4+	Per 10ml pack
4.	BB-04	Anti Sera D-(Blend)	(1 gm monoclonal & IgG Monoclonal/Polyclonal) Minimum titration of 1:32-1:64 immediate spin. Minimum of 1:128-1:256 with OR, r orR1 R2 cells after 30-45 min incubation. Avidity 10-20 secs. Intensity of reaction 3-4+	Per 10ml pack
5.	BB-05	Anti – A1 lectin	5ml Titration minimum of 1.32	Per 5ml pack
6.	BB-06	Anti AB	Monoclonal 10 ml Minimum titration of 1:256 Specificity with A & B Cells 1;128 with A1B cells Avidity 3-4 sec, intensity of reaction 3-4 + No reaction with O cells	Per 10ml pack
7.	BB-07	Detection for Malarial Parasite	Rapid visual antigen based test for detection of Malaria parasite in whole blood with an excellent sensitivity of not less than 100% and specificity should be more than 99% Only detection not species identification. Kits with evaluation reports from National reference laboratory, Govt. of India will be given preference.	Per test
8.	BB-08	Detection for Syphilis VDRL Kit	Rapid/strip test Kits app-roved by DCGI to use in blood banks.	Per test
9.	BB-09	Top & Bottom Blood Bag or Top and Top for collection of 350 ml & 450 ml. of whole blood with integral leukocyte filter for red cell filtration.	Blood pack should consist of 5 blood bags which should include a primary bag with top & top outlet for 350 ml blood collection containing 49 ml CPD solution and 450 ml blood collection containing 63 ml CPD solution. CPD anticoagulant (IP) in primary bag. Primary Bag consist sample collection pouch with leur adaptor for sample collection during blood donation without any interruption and also prevent the skin bacterial contamination before blood collection. Provide Needle safety shield to avoid any needle stick injury. Safe and easy to open temper evident needle	Per bag

				port which should not recapped.	
				The Top outlet of primary bag has 2 transfer bag (1st transfer bag for plasma and 2nd TOTM bag for platelet storage for 5 days), Bottom outlet of the primary bag also connected to a transfer bag consist of 78 ml in 350 ml Blood bag & 100 ml SAGM solution in 450 ml blood bag for extended storage of red cell (up to 42 days). The top outlet of bottom transfer bag also connected to one more transfer bag attached with an integral leukodeplition filter for log 4 leukodepleted red cell filtration.	
				Filter should work without any filter solution priming.	
				The filter is soft housing type, with the housing (casing) made the same plastic (PVC) as that of the primary bag and the filter fibres made of Polyutherein (PU).	
				The filtration efficiency is very high with in 1X10^6 residual WBC i.e. 99.99% leukodepletion with >90% red cell recovery.	
				High quality heat pasting peel resistant label.	
				Test report is provided as per IP standard.	
				Plastic container meet all standard laid down in ISO 3826.	
				CE mark/FDA approved	
10	**BB-010**	**Single Blood Bags**		**Capacity:** Single Blood Bag – 450ml	**Per bag**
			Designs and Shapes	1. Flexible pre-sterilized 2. Non-Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system)with all leaks proof seals (Disposable Bags) **5.** Slit on the both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. **6.** The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.	
			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. 6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. 7. A clamp should be provided for closed system.	
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp, regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed	

				6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety. **7.** The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.	
			External Port:	1. Tamper proof and shouldn't be re-capped 2. Easily accessible	
			Package:	1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. 2. Easy to handle	
			Anticoagulant and preservative solution:	1. CPDA/CPDA-1: The quantity of anticoagulant/ pre (49ml/63 ml.) 2. Clear & colorless **3.** No discoloration on storage at room temperature **4.** Manufacturer to supply anticoagulant quality check certificate	
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive **4.** Date of manufacturing, date of expiry and lot number must be mentioned on each bag. **5.** The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.	
11	**BB-011**	**Single Blood Bags**		**Capacity:** Single Blood Bag – 350ml	**Per bag**
			Designs and Shapes	1. Flexible pre-sterilized 2. Non-Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system)with all leaks proof seals (Disposable Bags) **5.** Slit on the both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. **6.** The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.	
			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. 6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. 7. A clamp should be provided for closed system.	
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp, regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed 6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety.	

				7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.	
			External Port:	1. Tamper proof and shouldn't be re-capped 2. Easily accessible	
			Package :	1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. 2. Easy to handle	
			Anticoagulant and preservative solution :	1. CPDA/CPDA-1: The quantity of anticoagulant/ pre (49ml/63 ml.) 2. Clear & colorless **3.** No discoloration on storage at room temperature **4.** Manufacturer to supply anticoagulant quality check certificate	
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive **4.** Date of manufacturing, date of expiry and lot number must be mentioned on each bag. **5.** The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.	
12	**BB-012**	**Double Blood Bag (350ml.)**		• **Double Bag** Primary bag (350ml) One Satellite bag (300ml)	**Per bag**
			Designs and Shapes	1. Flexible pre-sterilized 2. Non-Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system)with all leaks proof seals (Disposable Bags) **5.** Slit at both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. **6.** The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.	
			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. 6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. 7. A clamp should be provided for closed system.	
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp, regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed **6.** The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety. **7.** The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.	
			External Port	1. Tamper proof and shouldn't be re-capped 2. Easily accessible	

			Package:	1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. 2. Easy to handle
			Anticoagulant and preservative solution:	1. CPDA/CPDA-1: The quantity of anticoagulant/ pre (49ml/63 ml.) 2. Clear & colorless **3.** No discoloration on storage at room temperature. **4.** Manufacturer to supply anticoagulant quality check certificate
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive **4.** Date of manufacturing, date of expiry and lot number must be mentioned on each bag. **5.** The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.
			Resistance to distortion: Filled to normal capacity,	• Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°c to 24°c without becoming permanently distorted. • Bag should be able to withstand temperature up to – 80°C without breakage.
			Diversion pouch with multiple sampling device:	• For the safe inline blood sampling • Diversion pouch and Luer adapter holder to be intergrated with the primary collection tube for maintaining sterility of the collected blood and sample collection. • The sampling pouch should be of 20- 35 ml capacity and length of 350 mm from Needle hub to U Connector. • It should be easy to insert Vacuum tubes for blood sampling.
13	**BB-013**	**Double Blood Bag (450ml.)**		• **Double Bag** Primary bag (450ml) One Satellite bag (300ml) **Per bag**
			Designs and Shapes	1. Flexible pre-sterilized 2. Non-Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system)with all leaks proof seals (Disposable Bags) 5. Slit at both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.

			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. **6.** The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. **7.** A clamp should be provided for closed system.
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp, regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed **6.** The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety. **7.** The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.
			External Port	**1.** Tamper proof and shouldn't be re-capped. **2.** Easily accessible
			Package:	**1.** Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. **2.** Easy to handle
			Anticoagulant and preservative solution:	1. CPDA/CPDA-1: The quantity of anticoagulant/ pre (49ml/63 ml.) 2. Clear & colorless **3.** No discoloration on storage at room temperature. **4.** Manufacturer to supply anticoagulant quality check certificate
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive **4.** Date of manufacturing, date of expiry and lot number must be mentioned on each bag. **5.** The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.
			Resistance to distortion: Filled to normal capacity,	• Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°c to 24°c without becoming permanently distorted. • Bag should be able to withstand temperature up to – 80°C without breakage.
			Diversion pouch with multipl	• For the safe inline blood sampling • Diversion pouch and Luer adapter holder to be intergrated with the primary collection tube for maintaining sterility of the collected blood and sample collection. • The sampling pouch should be of 20- 35 ml capacity and length of 350 mm from Needle hub to U Connector.

			e sampling device:	It should be easy to insert Vacuum tubes for blood sampling.	
14	**BB-14**	**Triple Blood Bag**		**(350ml.) (with SAGM):** Primary bag (350ml) First Satellite bag (of 300ml capacity)with additive solution for red cell storage upto 42 days Second Satellite bag (of 300 ml capacity) for platelet storage for 5 day	**Per bag**
			Designs and Shapes	1. Flexible pre-sterilized 2. Non-Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags) 5. Slit on the both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. 6. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.	
			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. 6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. 7. A clamp should be provided for closed system.	
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp, regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed 6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety. 7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.	
			External Port	1. Tamper proof and shouldn't be re-capped 2. Easily accessible	
			Package:	1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. 2. Easy to handle	
			Anticoagulant and preservative solutio	1. CPD: (49ml for 63 ml for 350 ml.) in primary bag 2. SAGM (78ml/100 ml) in first satellite bag 3. Clear & colorless 4. No discoloration on storage at room temperature 5. Manufacturer to supply anticoagulant quality check certificate	

			n:	
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive 4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag 5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.
			Resistance to distortion: Filled to normal capacity,	• Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°c to 24°c without becoming permanently distorted. • Bag should be able to withstand temperature up to – 80°C without breakage.
			Diversion pouch with multiple sampling device:	• For the safe inline blood sampling • Diversion pouch and Luer adapter holder to be intergrated with the primary collection tube for maintaining sterility of the collected blood and sample collection. • The sampling pouch should be of 20- 35 ml capacity and length of 350 mm from Needle hub to U Connector. • It should be easy to insert Vacuum tubes for blood sampling.
15	**BB-15**	**Triple Blood Bag**		**(450ml.) (with SAGM):** Primary bag (450ml) First Satellite bag (of 300ml capacity) Second Satellite bag (of 300 ml capacity) for platelet storage for 5 days — **Per bag**
			Designs and Shapes	1 Flexible pre-sterilized 2 Non-Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system) with all leaks proof seals (Disposable Bags) 5. Slit on the both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. 6. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.
			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. 6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. 7. A clamp should be provided for closed system
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp, regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed

				6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.	
			External Port	1. Tamper proof and shouldn't be re-capped Easily accessible	
			Package:	1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. 2. Easy to handle	
			Anticoagulant and preservative solution:	1. CPD: (49ml for 63 ml for 350 ml.) in primary bag 2. SAGM (78ml/100 ml) in first satellite bag 3. Clear & colorless 4. No discoloration on storage at room temperature Manufacturer to supply anticoagulant quality check certificate	
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive 4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag 5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.	
			Resistance to distortion: Filled to normal capacity,	• Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°c to 24°c without becoming permanently distorted. • Bag should be able to withstand temperature up to – 80°C without breakage.	
			Diversion pouch with multiple sampling device:	• For the safe inline blood sampling • Diversion pouch and Luer adapter holder to be intergrated with the primary collection tube for maintaining sterility of the collected blood and sample collection. • The sampling pouch should be of 20- 35 ml capacity and length of 350 mm from Needle hub to U Connector. • It should be easy to insert Vacuum tubes for blood sampling.	
16	**BB-16**	**Quadruple Blood Bag**		**(350ml.) (with SAGM):** **Capacity: Quadruple blood bag:** Primary bag - (350m) with top and to First Satellite bag (of 300ml. Capacity with additive solution for 42 days red cell storage Second Satellite bag (of 300 ml capacity) for platelet storage for 5 days Third Satellite bag (of 300 ml capacity	**Per bag**
			Designs	1. Flexible pre-sterilized	

			and Shapes	2. Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system)with all leaks proof seals (Disposable Bags). 5. Slit on the both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.
			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. 6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. 7. A clamp should be provided for closed system.
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp , regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed 6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety. 7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.
			External Port	1. Tamper proof and shouldn't be re-capped 2. Easily accessible
			Package:	1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. 2. Easy to handle
			Anticoagulant and preservative solution:	1. CPDA: (49ml for 350 ml/ 63ml for 350 ml.) in primary bag 2. SAGM (78 ml for 350 ml/100 ml for 450 ml)in first satellite bag 3. Clear & colorless 4. No discoloration on storage at room temperature 5. Manufacturer to supply anticoagulant quality check certificate
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive 4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag 5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.
			Resistance to distortion:	• Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°c to 24°c without becoming permanently distorted. • Bag should be able to withstand temperature up to – 80°C

			Filled to normal capacity,	without breakage.	
			Diversion pouch with multiple sampling device:	• For the safe inline blood sampling • Diversion pouch and Luer adapter holder to be intergrated with the primary collection tube for maintaining sterility of the collected blood and sample collection. • The sampling pouch should be of 20- 35 ml capacity and length of 350 mm from Needle hub to U Connector. • Easy to insert Vacuum tubes for blood sampling.	
17	**BB-17**	**Quadruple Blood Bag**		**(450ml.) (with SAGM):** **Capacity: Quadruple blood bag:** Primary bag - (450ml) with top and to First Satellite bag (of 300ml. Capacity with additive solution for 42 days red cell storage Second Satellite bag (of 300 ml capacity) for platelet storage for 5 days Third Satellite bag (of 300 ml capacity	**Per bag**
			Designs and Shapes	1. Flexible pre-sterilized 2. Pyrogenic 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system)with all leaks proof seals (Disposable Bags). 5. Slit on the both sides of the bags should be enough to accommodate 5 – 10ml volume test tubes. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood.	
			Tubing of bag:	1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. The minimum length of tubing from primary bag to needle should be 80 cm. 6. The tube should have multiple printed ID/Segment numbers. The numbers should be legible and clear. 7. A clamp should be provided for closed system.	
			Needle:	1. 16 gauge ultra thin walled and straight 2. Sharp , regular and smooth margins and bevelled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard. 5. Hermetically sealed 6. The needle should not separate from the tube at any point of time, especially while removing it from the vein for donor safety. 7. The needle should have protector to ensure safe blood collection. The edges of the protector should be smooth and round.	
			External Port	1. Tamper proof and shouldn't be re-capped Easily accessible	

			Package:	1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag. 2. Easy to handle
			Anticoagulant and preservative solution:	1. CPDA: (49ml for 350 ml/ 63ml for 350 ml.) in primary bag 2. SAGM (78 ml for 350 ml/100 ml for 450 ml)in first satellite bag 3. Clear & colorless 4. No discoloration on storage at room temperature 5. Manufacturer to supply anticoagulant quality check certificate
			Label:	1. Non-peel off 2. Heat sealed/pressure embossed labels 3. Remain attached between room temperature to 4°c with a transparent adhesive 4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag 5. The expiry date should be at least 2 years from the date of manufacturing of blood bags and residual shelf life at the time of supply should be at least 3/4th of the total shelf life.
			Resistance to distortion: Filled to normal capacity,	• Bag shall withstand a acceleration of 5000g for 30 min at temperature 4°c to 24°c without becoming permanently distorted. • Bag should be able to withstand temperature up to – 80°C without breakage.
			Diversion pouch with multiple sampling device:	• For the safe inline blood sampling • Diversion pouch and Luer adapter holder to be intergrated with the primary collection tube for maintaining sterility of the collected blood and sample collection. • The sampling pouch should be of 20- 35 ml capacity and length of 350 mm from Needle hub to U Connector. Easy to insert Vacuum tubes for blood sampling.

I. **Note: (Item Code BB-01 to BB-09)**

1. All the Antisera must comply with the Quality parameters of the DGCI.
2. Reagents should be clear on visual inspection. There should be no cross reactivity, rouleax or prozone phenomena.

II. Note: **General Specifications of the Blood Bags**

a) Plastic Blood Bags should meet all the standards as laid down in ISQ 3826, for the manufacturers have to produce documentary evidence from the laboratories approved by Government of India.

b) Bio-compatibility of the material of the plastics blood bags must be certified by the manufacturer and must be supported by the test reports of the following.

1. Cell culture cyto-toxicity
2. Hemolysis
3. Systemic infections (acute toxicity)
4. Sensitization

5. Intra cutaneous injection (irritation)
6. Pryogen test
7. Sterility

c) To assess quality of stored blood, manufacturer should provide documented evidence of following Biochemical parameters of blood stored in CDPA /CPDA-1/CPD-SAGM containing DEHP plasticized PVC blood bags manufactured by the company on 28th/35th /42nd day of storage. The parameters are.
   1. Plasma PH
   2. ATP (% of intial volume)
   3. 2,3 DPG (% of intial volume)
   4. Plasma K+ (mEq/L)
   5. % of viable red cells (24 hours post transfusion)
   6. DEHP leaching (mg/100ml)
   7. DEHP should not be more than 0.01% w/v in the PVC.

d) All internal reports of manufacturer pertaining to the quality of blood bags must be provided With each batch and a copy of the same should be available with each box/ cartan of blood Bags.

e) All supportive documents, test reports and certificates provided in compliance to specifications should not be older than three years from the date of tender publications.

f) The plastic blood bag should have a shelf-life of minimum 2 years. Stability reports from a recognized laboratory must be produced.

g) Slit present at the bottom of the bag should be "adequate to hang the blood bag during transfusion".

h) Packing size of goods: Individual plastic blood bags should be packed in a plastic pack, 1-10 bags should be packed in aluminium foil pack. The label of that aluminium foil pack should read as "aluminium foil pack once opened , the bags should be used within 10 days . Ten such aluminium foiled packs should be packed in the corrugated boxes which should indicate clearly and legibly the name of the manufacturer, name of the product, batch number, quantity , date of manufacturing , date of expiry, gross and net weight and consignee" s name and address and other particulars as required . It should also mention " storage temperature not to exceed 30°C".

i) External sterility of the plastic blood bags should be insured. The outer surface should be moisture free.

j) Each carton should contain:
   - A copy of test reports.
   - A certificate mentioning "Blood may be collected up to the expiry date marked on the label which will be compatible with shelf life of components prepared as per required standards"

k) Satisfactory Report from reputed Government users for last two years to be provided.

l) At least 20 bags should be provided for the technical evaluation at the time of quotation

m) Should have a needle protection device to reduce the risk of needle stick injury which is easy to use with needle protector permanently sleeved over the needle once removed from the venepuncture site prior to disposal.

n) Disposal of the blood bags should be possible through modalities as per Biomedical Waste Management Rules 2016 as amended from time to time.

o) In case of imported /Indigenous manufacturers the product should be licensed under the provision of Drugs and Cosmetics act and rules and / or Medical Devices rules 2017 in india.

p) Lab Report from Authorized Laboratory should not be more then 5 years old, including the latest report

III. Note: Technical specifications of HIV (ELISA) Testing Kits IV Generation

The following technical specifications were approved by the Committee:

1. Should be solid phase micro plate coated HIV 1 and II recombinant and /or synthetic peptide antigens and antibody to HIV 1 p24.
2. The assay should detect HIV 1 and II antibodies and HIV 1 p24 antigen.
3. Adequate documents detailing the principle, components details of antigen for antibody detection of HIV 1 and 2 and p24 Antigen, bio safety , methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit.
4. The Kit should have approval of the statutory authority in its country of origin.
5. In case of imported Kits it should be registered and licensed under the provisions of Drugs and Cosmetics Act and rules and / or Medical Devices Rules 2017 in India.
6. In case of Indigenous manufacturers should be licensed under the provisions of Drugs and Cosmetics Act and rules and or Medical Devices Rules 2017 issued by the competent authority defined under Drugs and Cosmetics Act , 1940.
7. The Kit should have minimum remaining shelf -life of 3/4th or 12 months (Whichever is more).
8. The assay component should include reactive (for both antibody as well as antigen) and non- reactive controls with each kit.
9. The assay should have sensitivity level of 100% and specificity level of more than or equal to 98%.
10. The manufacturer /authorized agent should ensure maintenance of cold chain during storage and transport the kits at 2oC -8oC . The cumulative time temperature indicator technology used should be pre-qualified by WHO and placed on every pack of Kits.
11. The pack size should be 96 tests/Kit.

IV. Note **HCV (ELISA) Testing Kits IV Generation**

1. Microplate ELISA coated with recombinant/synthetic peptide antigens for core, NS3.NS4, and NS5 and antibody to HCV core Antigen.
2. Adequate documents detailing the principle, components, bio safety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit.
3. The Kit to be procured should have approval of the statutory authority in its country of origin.
4. In case of imported Kits it should have been registered and licensed by DCGI in India
5. In case of Indigenous manufacturers they shall have license issued by the competent authority defined under Drugs and Cosmetics Act , 1940, after appropriate evaluation by the centers approved by DCGI

6. The Kit should have minimum shelf -life of 3/4th or 12 months.
7. The assay component should include reactive (for both antibody and antigen) and non- reactive controls.
8. The assay should have a sensitivity of 99- 100% and specificity of more than or equal to 98%.
9. The manufacturer /authorized agent should ensure maintenance of cold chain during storage and transport the kits at 2oC -8oC . The cumulative time temperature indicator technology used should be pre-qualified by WHO and placed on every pack of Kits.
10. The pack size should be 96 tests/Kit.

V. Note: **Hepatitis B Surface Antigen testing Kits**

1. Microplate ELISA coated with monoclonal antibodies to HBsAg.
2. The assay should be able to detect surface antigen to Hepatiris B virus
3. Adequate documents detailing the principle, components, bio safety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing and expiry dates should be provided with each kit.
4. The Kit to be procured should have approval of the statutory authority in its country of origin.
5. In case of imported Kits it should have been registered and licensed by DCG (1)
6. In case of Indigenous manufacturers they shall have license issued by the competent authority defined under Drugs and Cosmetics Act , 1940, after appropriate evaluation by the centers approved by DCG (1)
7. The Kit should have minimum shelf -life of 3/4th or 12 months (Whichever is more)
8. The assay component should include reactive and non- reactive controls.
9. The assay should have sensitivity of more than or equal to 99% and specificity of more than or equal to 98%.
10. The assay should have analytical sensitivity of detecting less than or equal to 0.5ng/ml.
11. The manufacturer /authorized agent should ensure maintenance of cold chain during storage and transport the kits at 2oC -8oC . The cumulative time temperature indicator technology used should be pre-qualified by WHO
12. The kit size should be 96 tests/Kit

All aforesaid items are sample based (SB) and the bidder shall submit the samples in triplicate of each size to the Jammu Corporate Office of JKMSCL, specifically mentioned in the Notice Inviting Bid (NIB). Original Brochures / catalogues / product information, shall be submitted in separate envelop along with drafts in Jammu Corporate Office to facilitate the technical evaluation committee in evaluation of the product. The brochures, catalogues and other product information submitted should be signed by the authorized signatory of the company / vendor / manufacturer.

ANNEXURE- D

FINANCIAL BID FOR QUOTED ITEM

S. No.	Name Item With full Specification	Item Code	Unit	Basic Rate / Unit	SGST	CGST	Total GST	Total Rate / Unit with tax
1	**2**		**4**	**5**	**6**	**7**	**8**	**9**
1.								
2.			**Do not quote rates here.**					
3.								
4.								

Signature
Name in Capitals
Company /Firm Seal

Date

Note: -

1. The final rate quote should be inclusive of all taxes. Excise, etc
2. Excise component should be separately shown in column No.6 for further reference
3. Rate should be quoted only single unit
4. No quantity or cash discounts should be offered.
5. Read all the terms & conditions before filling the Annexure-D.
6. Please quote rates in absolute amount only.
7. **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 –E

Declarations and Undertaking

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

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 has not been black listed/banned/debarred/convicted by Union Govt. or any UT of Govt. or their subordinate departments from participation in bidding.

   (b) We do hereby declare that our company/firm has been black listed/banned/debarred/ convicted 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. We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated ..... with the concerned authority/department. No VAT/CST is due on the firm as on dated ...

Place : Signature of Authorized Signatory

Date: Name and Signature of Bidder

Designation with seal

ANNEXURE-F

(On letter head of Chartered Accountant)

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.	1st Year	-
2.	2nd Year	-
3.	3rd Year	-
	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

ANNEXURE-G

(On firm's letter head)

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

(SPECIAL TERMS & CONDITIONS)

SEPARATE FOR EACH ITEM

We..... (Name of firm) do hereby certify that we have supplied ---------- (Name of item) as per details given below:

Financial year	Order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the item been supplied satisfactory
				As per contract	Actual		
1st Year							
2nd Year							
3rd Year							

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder, which shall be provided by him.
2. Firm should have supplied at least 25% of the indicative quantity specified in the Notice Inviting Bid in last three financial years.
3. Past Performance for the year 2020-21 may also be considered, if accounts are audited and certified by C.A.
4. The past performance criteria is not applicable for ISI marked items.
5. In the case of supply of imported item the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question.

Place : Signature of the Bidder

Date : Seal and Address

ANNEXURE –H

(On firm's letter head)

Statement of Plant & Machinery

(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/S.S.I. unit from Industries 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. Certificate from Govt. Agency/ Charted engineer for production capacity assessment.
ix. Any other information.

(Name)
Signature of
Bidder with Seal

ANNEXURE -I

(On firm's letter head)

PRE- STAMP RECEIPT

We received an amount of Rs.....nil..... from The Managing Director, Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K), through C.D.R No. .....nil.....dated.....nil..... as details for payment is given below:

1. Name of supplier.....
2. Name & address of Firm.....
3. Name of bank & branch.....
4. Bank a/c type : Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFCS Code.....
8. NEFT/IFCS Code.....
9. PAN NO. .....
10. Bank contact person's name &Mobile no. : .....

.....

This amount is received against refund of bid security of bid no. ...nil.....dated ...nil..... and sanction No. .....nil..... Dated .....nil.....

Place :

Date :

Signature of Authorized Signatory
Name of Signatory
Designation with seal

ANNEXURE -J

(On firm's letter head)

Format of Affidavit for EM-II

I……S/o……Aged…… years 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

(On firm's letter head)

General Manager (ADM),

J&K Medical supplies Corporation,

Jammu / Srinagar (J&K)

Fax no.

Subject: - Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: _____

RATE CONTRACT NO & DATE _____

NAME OF ITEM _____

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

(SIGNATURE OF SEAL OF FIRM)

NOTE:-

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

ANNEXURE-L

(ON A NON JUDICIAL STAMP PAPER OF RS. 100/-)

DECLARATION

I/We M/s. ..... represented by its Proprietor/managing Partner/Managing Director having its Registered Office at ..... and its Factory Premises at ..... do declare that I/we have carefully read all the conditions of bid no. ..... Dated.....including all the amendments in ..... Ref. .....for supply cum rate contract of ..... **Item name .....** for Jammu and Kashmir Medical Supplies Corporation Ltd. for the year 2017-19 and accepts all conditions of bid including amendments, if any.

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

Signature & Seal of bidder

Name & Address:

Annexure-M

(Shall be submitted on letter head of firm)

Declaration by the Bidder regarding Qualifications

In relation to my /our bid submitted to Managing Director, Jammu and Kashmir Medical Supplies Corporation Limited, Ist Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu (J&K)for procurements of .....**name of item** .....in response to their Notice Inviting Bids No..... Dated.....I/We hereby declare that:

1. I/We possess the necessary professional, technical ,financial and managerial resources and competence required by the bidding document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the UT of Government or any local authority as specified in bidding document;
3. 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 subjected of legal proceedings for any of the foregoing reasons;
4. I/We do not have ,and our directors and officers not have been convicted of any criminal offence related to my /our professional conduct or the making of false statement or misrepresentations as to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

ANNEXURE – N

(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 their behalf as contained in the above referred bid documents/NIT for the above goods manufactured by us.

I/we further confirm that no individual other than Mr.....*(Name & Designation of Bidder),* is authorized 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 responsible for the satisfactory execution of contract placed on the authorized Firm & 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.

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

ANNEXURE-O

LETTER OF ACCEPTANCE

M/s .....
.....
.....

Sub :- Acceptance of the bid rates for the item .....
Ref :- Your bid no. ..... dated .....

Item (s) as per schedule enclosed/ noted/is/are approved in your favor against the rate (s) quoted by you in the above mentioned bid. According to clause No. 18 of the terms & conditions of the bid it is necessary to execute as agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs. 100/- and furnish the requisite amount of performance security.

The performance security shall be furnished to Managing Director, Jammu & Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar (J&K). Cash deposited in the name of Jammu and Kashmir Medical Supplies Corporation through Demand Draft payable at Jammu / Srinagar (J&K)and submit original copy of Bank Drafts of a scheduled bank.

All terms and conditions of the bid shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved item (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.

The list of approved items may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.

The Firm shall furnish consolidated statement of supplies made Annexure-K to GM(ADM)JKMSCL by the 10th of the next month as per terms of conditions.

Please note that unattested copies of documents will not be considered valid. All documents should be either in original or typed/photo copy self attested. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.

Also please arrange to furnish the following documents required under the terms & conditions of the bid failing which the agreement will not be executed and the failure would lie at your part:-

1.
2.

You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference..

Encl. 1. Agreement form
2. Schedule of Rates
3. CMC format, if applicable
4. Original notarized copy of authorization for bidding by competent authority of Manufacturer/Importer

Managing Director, JKMSCL.

Annexure P
[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 ..... 2021 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at **Temp. Address 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) (Second Party/Third Party (Authorized Representatives) have agreed to supply to First Party (Purchaser), the Surgical disposable with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party/ third party have agreed to deposit performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the scheduled attached as per clause 11 of the tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party/Third Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part/Third Party, and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for Surgical Disposable for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twenty four (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/ Third Party (Suppliers) to the First Party (Purchaser), of the Surgical disposable on terms and conditions set forth in the agreement.

2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto a period of twenty four (24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party / Third Party.

2.3. The Second Party/ Third Party (Supplier) shall make supplies of the Surgical disposable on the basis of Purchase order only placed on him/her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.

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

3.2. The Corporation under such arrangements shall have a right to secure confirmation to

authority of suppliers from Second Party before releasing the payments.

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

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

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

5. TERMINATION OF CONTRACT ON BREACH OF CONDITION

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

5.2. In case the Second Party/Third Party fails, neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second

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

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

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

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

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

8. In case the Second Party/Third Party (Suppliers) at any time during the continuance of the contract becomes bankrupt 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 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 shall be the part of this agreement.

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

1.

2.

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

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

1.

2

ANNEXURE-Q

PROFORMA FOR SUBMISSION OF SURGICAL DISPOSABLE SAMPLES

Tender No.

Name of Bidder Address

Mobile Number

Email:

SNo	Item Code	Name of the Item	Quantity submitted

Station : **Signature and Seal**

Date :

Signature of receipt clerk
JKMSCL

ANNEXURE-R

(Original manufacturer/Direct Importer)

AFFIDAVIT

(on Non Judicial Stamp Paper / Letter Head of the Bidder)

DECLARATION FORM

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 **"BLOOD BANK ITEMS"**, 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.

1. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
2. That neither our Firm nor our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any state 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 **"Blood Bank Items"** in India.
3. 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 Union Territory 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) l/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
4. 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 Union Territory 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.
5. 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.
6. 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.
7. I / We do hereby declare that I / We shall supply the items as per the designs given in Tender Document and as per the instructions given in this regard.
8. I/We agree that the M.D. JKMSCL, (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.
9. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of Six months from the date of issuance of first purchase order and I/We shall abide by the same fully.
10. 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.

11. 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
12. 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 and not complying the conditions as per GMP Guidelines.
13. 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.
14. 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.
15. I/we declare that I/we have not been found guilty of supplying any **"BLOOD BANK ITEMS"** 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 15 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-R1

(Authorized Representative)

AFFIDAVIT

(on Non Judicial Stamp Paper/ Letter Head)

DECLARATION FORM

1. I/We…… (**Authorized Representative**) 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 **"**BLOOD BANK ITEMS" 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 Representative of the manufacturers M/s** _____.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
3. That neither our Firm nor our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any Union Territory/State 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 **"**BLOOD BANK ITEMS" in India.
4. 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/ Union Territory 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;
5. 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 Union Territory/State Government, as the case may be upto the date of the bill/date of completion of supplies at a price lower than the price charged to JKMSCL under the contract.
6. 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.
7. 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.
8. I / We do hereby declare that I / We shall supply the items as per the designs given in the Tender Document and as per the instructions given in this regard.
9. 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.

10. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of Six months from the date of issuance of first purchase order and I/We shall abide by the same fully.
11. 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
12. 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 12 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 S

(On Firm's letter head)

Memorandum of Appeal

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

Before the..... (appellate authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:
2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)
3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Ground of appeal:

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

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

Place .....

Dated .....

Appellant's signature

ANNEXURE C2

(On Firm's letter head)

List of items quoted

S.No.	Item Code	Name of item	Manufactured by	Make and Model

1.	**ANNEXURE-A**	**Declaration Form cum check list**
2.	**ANNEXURE-B**	**Terms & Conditions of Bid and Rate Contract**
3.	Annexure C	**List of tendered items**
4.	*Annexure C2*	*List of Items quoted by the bidder*
5.	**Annexure D)**	Proforma for financial Bid for Quoted Item
6.	**Annexure –E**	Statement of Installed Manufacturing Capacity
7.	**ANNEXURE-F**	Average Annual Turnover Statement
8.	**Annexure G**	Market Standing Certificate
9.	**ANNEXURE –H**	**Statement of Plant & Machinery**
10.	**ANNEXURE –I**	**PRE- STAMP RECEIPT**
11.	**Annexure-J**	Format of Affidavit for EM-II
12.	Annexure-K	consolidated statement 8of supplies
13.	**ANNEXURE-L**	Letter of acceptance of Terms and conditions
14.	**Annexure-M**	**Declaration by the Bidder regarding Qualifications**
15.	***Annexure-N***	**Authorization from principal Manufacturer / Importer**
16.	**Annexure O**	Letter of acceptance
17.	**Annexure P**	Proforma for Agreement
18.	**Annexure Q**	Proforma for submission of samples
19.	**Annexure S**	Memorandum of Appeal.
20.	**Annexure R**	Non blacklisting / undertaking declaration(notarized) (Original manufacturer/ Direct Importer)
21.	**Annexure R1**	Non blacklisting / undertaking declaration(notarized) (Bidder/Authorized Representative)