



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

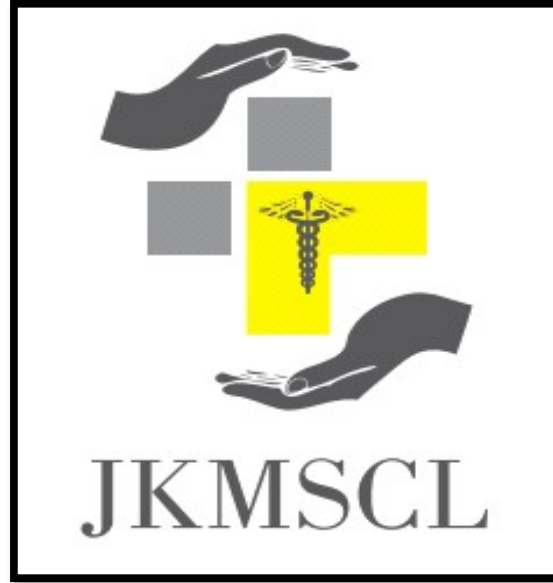
(Public Sector Undertaking of the Government of Jammu and Kashmir)

Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar

Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

email: mdjkmscl2@gmail.com; gmjjkmscl@gmail.com **website:** www.jkmsclbusiness.com



666

**E-BID FOR THE RATE CONTRACT FOR SUPPLY OF AYURVEDIC /UNANI
CLASSICAL & PATENT MEDICINES
FOR THE YEAR 2025-27**

(REFERENCE NO. NIT: JKMSCL/AYD/UNANI/MED/2025-27/666

DATED: 23/06/2025

Important Note:

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



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Corporate Office: Opposite State Motor Garage, near Haj House Bemina Srinagar

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

NIT: JKMSCL/AYD/UNANI/ MED / 2025-27/666

DATED: 23-06-2025

NOTICE INVITING TENDER

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

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

- i. **Scanned copies of Bank transfer/deposit receipt or NEFT towards the cost of tender documents and Tender Processing charges shall have to be uploaded along with Technical Bid, failing which tender shall be outrightly rejected.**
- ii. EMD for Rs.1,00,000 (One Lac only) as Bid Security for General in shape of FDR pledged to **Financial Advisor/CAO, JKMSCL** or through NEFT in the Corporation's Bank Account No.**0373040500000032**.
- iii. As per **General Financial Rules (GFRs)2017**, Micro and Small Enterprises (MSEs) are **exempted** from submission of **Bid Security (EMD)**
- iv. **Not to submit the hard copy of technical bid physically.**

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



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No. JKMSCL/AYD/UNANI/ MED/2025-27/666

DATED: 23-06-2025

NOTICE INVITING BID (NIB)

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

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

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

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

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

Sd/-
Managing Director



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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. However authorized representative of original manufacturer/ direct importer, can also participate in the bidding after having authorization on Annexure "M", followed by tripartite Agreement with original manufacturer/ direct importer as one of the parties, responsible to ensure the execution of quality supply (ies), against the supply order(s) issued on his/her behalf."
2. The Average Annual turnover of the Original Manufacturer/ Direct Importer for last three financial years for the procurement of **"Ayurvedic / Unani Classical & Patent Medicines"** shall be as under:-

S.No.	Group	Average Annual turnover
1.	Ayurvedic/Unani Classical & Patent Medicines	General: 04.00 Crores
		MSE Units: 50 Lakhs

3. Do not quote the products manufactured on Loan license basis/P2P Arrangement (Principle-to-Principle Arrangement)
4. Certificates/Licenses/Documents which are required should be complete and updated.
5. Cost of tender document, Tender processing charges and Bid Security (EMD) should be submitted separately for each Bid is non-refundable except Bid Security (EMD).
6. Bid must be as per Terms & Conditions & submitted properly mentioning serial numbers i.e. Technical Bid in Cover-A & Financial Bid (BOQ) in Cover-B through e-procurement portal.
7. A Pre-Bid Meeting shall be held in the Conference Hall of Jammu & Kashmir Medical Supplies Corporation at Corporate Head office Jammu/Srinagar, to clarify the issues and to answer the queries on any matter that may be raised at the time of pre-bid in reference to tender. The issues to be raised during pre-bid meeting should be referred by the bidder to MD, JKMSCL/ GM (Drugs), JKMSCL, in writing at least three hours before the pre-bid meeting, so that these could be properly scrutinized. Representation regarding issues and queries, which are discussed in pre bid meeting, shall be submitted immediately after pre bid. Representation received after date of pre bid meet shall not be considered. Necessary Corrigendum/ Modification/Clarification in the bid and specification(s), if required, shall be issued tentatively within three days of Pre bid meet. **Please note that bids should be submitted after Pre-Bid meeting incorporating the Corrigendum/ Modification/ Clarification, if any.**
8. 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.
9. Original Manufacturer/Direct Importer should authorize only those persons for bidding directly for them who are employed in their company on salary basis. However, Original Manufacturer(s)/ Direct Importer(s) can authorize a Representative (authorized representative) to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/direct Importer(s), for/with/to and from JKMSCL respectively by pledge before the Notary, as per Annexure-"L".
 - i. Authorization pledged before the Notary should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of Authorized Representative(in original).
 - ii. Original Manufacturer/Direct Importer should not authorize their Representative(Authorized Representative) to make any declaration(s), which are mandatorily to be signed & sealed by the MD/ Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
 - iii. The Original Manufacturer/Direct Importer can authorize only one Representative for JKMSCL. In case the Original Manufacturer/Direct Importer authorizes more than one Representative to represent the Original Manufacturer/Direct Importer for bidding / raising

invoice/receiving payments, etc. the bid submitted by/on behalf of Original manufacturer / Direct Importer shall be rejected.

- iv. The Original Manufacturer/Direct Importer and Authorized Representative shall have to enter into tripartite agreement with JKMSCL.
10. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
 11. The technical bids shall be opened at Corporate Office Jammu/Srinagar of JKMSCL in presence of the Bidders or their representative who wish to be present.
 12. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites: www.jktenders.gov.in. Similarly, information regarding L-1 shall also be provided to bidders on above websites. No bidder shall be informed individually.
 13. If the rates of L1 bidders found to be ineligible and inappropriate against any item, JKMSCL has right to reject the rates of said bidder and appropriate action shall be initiated against such bidder for quoting ineligible rates and JKMSCL also has right to re tender for such item.
 14. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/delayed supply shall not be entertained.
 15. 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.
 16. The Samples of the Ayurvedic / Unani Classical & Patent Medicines shall be asked only from those Original Manufacturer/ Authorized Representative, who are declared qualified technically by the technical evaluation/advisory committee.
 17. The JKMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.

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

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

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



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(Bid form is non-transferable)

BID FORM for RATE CONTRACT FOR SUPPLY OF AYURVEDIC / UNANI CLASSICAL & PATENT MEDICINES FOR THE YEAR 2025-27

BID REFERENCE No. JKMSCL/AYD/UNANI/ MED / 2025-27/666

DATED: 23-06-2025

Date of publication of e-bid : 24-06.2025 at 10.30 hrs
Start date and time for download of bid document : 24.06.2025 from 10.30 hrs
Last date and time for download of bid document : 22-07-2025 at 1600 hrs
Clarification start date : 24.06.2025 at 1100 hrs
Clarification end date : 03-07-2025 upto 1030 hrs
Pre- bid conference : 03-07-2025 at 1100 A.M

(at Corporate Office, Jammu and Srinagar)

Google Code for Prebid Conference :-<https://meet.google.com/hvk-ipnn-krf>

Start date and time for submission of online bids : 06-07-2025 at 1000 hrs
Last date and time for submission of online bids : 22-07-2025 upto 1600 hrs
Date and time for online opening of technical bids : 24-07-2025 at 1100 hrs
Cost of tender document : Rs. 1000/-

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. **(IMPS money transfer shall not be entertained)**

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

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

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

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

2. ADDRESS FOR COMMUNICATION:

**Managing Director or General Manager,
J&K Medical Supplies Corporation Ltd,
Temp. Address- Plot No. 58, Friends Colony
Satyam Road Trikuta Nagar, Jammu/
Bemina Near Haj House- Srinagar (Kashmir)**

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

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 **"Ayurvedic / Unani Classical & Patent Medicines"** and agree to abide by all the Terms & Conditions set forth therein/SPP.

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

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

S. No	Item	Page No.
1.	Bid security in the shape of FDR for Rs.1,00,000(One lakh) For General Bid Security for MSME Units is exempted	
2.	a) For General Cost of Tender documents =Rs.1000/- Tender Processing charges=Rs.9,000/- Total =Rs.10,000/- b) For MSE Units Cost of Tender document- Exempted Tender processing charges= Rs.9,000/- Total = Rs.9,000/-	
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 04 crores of the Original Manufacturer/Importer for Last 3 financial Years from Chartered Accountant with UDIN (2021-22, 2022-23 and 2023-24).	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant with UDIN (2021-22, 2022-23 and 2023-24).	
6.	Valid Latest Non-Conviction Certificate issued by the Licensing authority of the respective state / UT of the manufacturer/Direct Importer.	
7.	Valid Latest Non-Conviction Certificate issued by the Licensing authority AYUSH of the respective state / UT of the Bidder.	
8.	Valid Ayurveda (including Siddha) & Unani i.e. ASU Drug manufacturing License on form 25D along with subsequent renewal (if any) on Form 26D/ Retention of License perpetually issued by the Licensing Authority AYUSH.	
9.	Valid GMP Certificate issued on Form 26-E-1 issued by the Licensing Authority AYUSH	
10.	Valid Product permission by the licensing authority for the quoted products by the original manufacturer(s).	
11.	Drug Manufacturing Unit Registration certificate issued by DIC/Competent Authority for manufacturing of tendered items.	
12.	Latest Market Standing Certificate issued by Chartered Accountant not Less than Three preceding Years.	
13.	Valid permission/License for the use of Psychotropic/Narcotic/Wild Life origin substances as ingredient of tendered/quoted medicines from the concerned Authorities if applicable	
14.	Latest Unit Existence Certificate issued by the competent authority (Issued not before 6 months).	
15.	Authorization for sale from the Foreign Principal Manufacturer (Authorization Letter of Principal Company), wherever applicable.	

16.	Copy of GST Registration Certificate of bidder	
17.	Latest GST Return of the bidder	
18.	Copy of the PAN Card of the bidder	
19.	List of standard reference books available with the manufacturer.	
20.	Details of self audit/ self regulatory mechanism of manufacturing unit.	
21.	Details of Technical personnel employed in the manufacturing and testing unit approved by the Licensing Authority.	
22.	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority JKMSCL.	
23.	Authorization letter from each manufacturer in favour of the bidder submitting the bid for each quoted item.(wherever applicable)	
24.	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.....
25.	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
26.	Declaration Cum Checklist (Annexure A)	
27.	Terms & Condition of Bid and Rate contract (Annexure B)	
28.	List of Items quoted by the Bidder (Annexure C)	
29.	List of Items (Annexure C1) highlighting the items quoted by the bidder mentioning the principal manufacturer of each quoted item.(Compulsory) otherwise tender will be outrightly rejected (one item one manufacturer)	
30.	Statement of Installed Manufacturing Capacity, Certificate regarding rate reasonability, Undertaking of Non debaring (Annexure -D) (On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public	
31.	Performa for Performance Statement. (Annexure-D1)	
32.	Proforma for Annual Turnover statement of the Original Manufacturer/importer from Chartered Accountant with UDIN. (Annexure E)	
33.	Statement of Plant & Machinery etc. (Annexure-G)	
34.	Particulars of the Bidder and Manufacturer/s(Annexure-H)	
35.	Format of Affidavit for EM-II (Annexure-I)	
36.	Rate contract completion report (Annexure-J)	
37.	Declaration on Non Judicial Stamp Paper of Rs 100 of original Manufacture/Direct Importer. (Annexure-K)	
38.	Declaration form for Authorized representative/Agent on Non Judicial Stamp Paper of Rs 100 (Annexure-L)	
39.	Letter of Authorization of bidder by the firm (for Tripartite Agreement) (Annexure M/ Annexure M1) whichever applicable	
40.	Proforma for Bipartite Agreement (Annexure N)	
41.	Tripartite Agreement for Authorized Agents/Dealers/Facilitators on Rs.100 Non judicial stamp paper (Annexure O)	
42.	Memorandum of Appeal. (Annexure P)	
43.	Financial Bid for quoted items, Format(Annexure Q)	
44.	Letter of acceptance of Terms and conditions of e-NIT duly signed by the manufacturer (Annexure-R).	
45.	Letter of acceptance of Terms and conditions of e-NIT duly signed by the bidder /authorized agent (Annexure-R1)	

Date

Name and Signature of Bidder with seal

Note:

1. The Annexure **J, O & P** are required to be submitted after the finalization of rate contract.
2. Annexure C, List of Quoted items must be filled carefully and uploaded with the technical bid mandatorily.
3. In a tender either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
4. If an agent submit bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for same item/product.
5. It shall be the sole responsibility of the bidder and manufacturer to offer product only if they matches with the tendered specifications and are as per product permission accorded by the licensing authority in their favour.

No representation in this regard in later stages shall be entertained and punitive action, for quoting wrong item, shall be taken against the supplier firm.

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

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 **"Ayurvedic / Unani Classical & Patent Medicines"** for a period of 24 months.
2. **Eligibility Criteria:-** The bidder i.e. Original Manufacturer(s) / Direct Importers with an Average Annual Turnover as per point no 02 under the heading "instructions to bidders", for the last three financial years, shall be eligible to participate in the bid.
Note: The turnover Clause applies to **Original Manufacturer(s)/Direct Importers**, in case the authorized dealer bids on behalf of Manufacturer/Direct Importer
3. Supplies shall be affected directly by the Original Manufacturers/Direct Importers, besides through their Authorized representatives(s) as per clause 3.1 & 3.2 of General terms & conditions. Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.
Original Manufacturer/Direct Importer should authorize only those persons for bidding directly for the Original manufacturer / Direct Importer who are employed in their company on salary basis. However, Original Manufacturer(s)/ Direct Importer(s) can authorize a Representative (Authorized representative) to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively by pledge before the Notary, **as per format "M"**
 - 3.1 Only those Original Manufacturers / Direct Importers and Authorized Representatives shall be permitted to enter into Tripartite Agreement who shall fill and upload Annexure M (Letter of Authorization) along with e-bid. No representation / change of Dealership etc. shall be entertained thereafter.
 - 3.2 Authorization pledged before the Notary should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
 - 3.3. Only those Original Manufacturer / Direct Importer should not authorize any representative to make any declaration(s), which are mandatory be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
4. **Bids shall have to be submitted / uploaded on J&K UT tender portal, www.jktenders.gov.in only.**
5. The Bidder should upload along with the bids the relevant Documents/certificates for the items Bids as per check list at Annexure "A"

NOTE:

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission. **Un-attested / Un-notarized copies of such documents shall not be considered valid.**
- (B) All attested document must be submitted in English language. If the documents are not in English, they **should be translated in English & attested by authorized translator.** Translated copy along with copy of original document must be submitted.
- (C) The point of supply within the UT of Jammu & Kashmir or out of J&K UT should be specified.

- (D) Tender will be liable for outright rejection if:-
 (i) any rates are disclosed in cover (A).
 (ii) any discounts / special offers are made in cover (A)
- (E) If any of the above cited item(s) / certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.
- (F) In case of Importers, their principal manufacturer should have 3 years market standing in India and the importer should have 3 years market standing for each of the medicines quoted in the tender as importer and if the market standing is less than 3 years for the product quoted then 3 years international market standing may be considered for that particular product.
- (G) **GST** should be mentioned clearly & separately
- (H) **In case the manufacturing unit is more than one (1), Unit Existence certificate along with all other relevant Documents (i.e. GMP, License, Registration etc.) shall be enclosed.**

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

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

8. Any change in the Constitution of the Firm / Company shall be notified forth with by the contractor in writing to the MD, JKMSCL and such change shall not relieve any former member of the Firm / Company from the liability under the contract. No new partner /partners shall be accepted in the Firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions and submit with the MD, Jammu & Kashmir Medical Supplies Corporation Ltd. a written agreement to this effect. The contractor's receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge any of the purposes of the contract.

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

9. BID SECURITY:

- (i) Bid shall be accompanied with an Earnest Money Deposit in the shape of FDR/**Call Deposit Receipt valid at Call**, with minimum of Rs. 1,00,000/- (Rupees One Lac only). Earnest Money deposit may be submitted / deposited before the last date & time of Bid submission. The Bids submitted without sufficient bid security will be summarily rejected.
- (ii) **Refund of bid security:-** The bid security of unsuccessful Bidders shall be refunded within 60 days after finalization of the tender. However, in case of successful bidders it shall be refunded only after completion of contract.
- (iii) **Partial exemption from bid security:-** Firms which are registered as MSE Units shall be considered for exemption of Bid Security(EMD) as well as cost of tender document. However Tender **processing charges of Rs. 9,000/-(Nine Thousand only) shall have to be paid by the MSE Units.**
- (iv) The bid security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money for the fresh tenders.

10. FORFEITURE OF BID SECURITY:-

The bid security will be forfeited in the following cases:

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

11. GUARANTEE CLAUSE:-

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

12. MARKING

All Consumable / non-consumable articles should bear "**JKMSCL SUPPLY-NOT FOR SALE**" as mentioned in supply order in English on each without which the supply will not be entertained.

In case, any item supplied by the approved firm(s) does not conform to the required standard, the payment thereof, if received by the supplier shall have to be refunded to Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test, where ever applicable. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under rules.

13. RATES AND COMPARISON OF RATES:

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

- (i) Comparison of Rates:- In comparing the rates tendered by firm claiming the price preference operating in the UT of J&K and those of other firms / companies not entitled to Price Preference, the element of GST shall be excluded.
- (ii) Delivery should be given as directed by M.D, Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu/ Srinagar at different place in the UT of Jammu and Kashmir and rate must be quoted accordingly; the Corporation will not pay any extra carriage or transportation charges.
- (iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including GST on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) The rates should be confined as far as possible to the packing units mentioned in the Catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. **If split price are found, the item may be treated as rejected.**
- (v) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates.
- (vi) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (vii) (A) No paper should be detached from the tender form.
- (B) The Bidder shall sign with seal on every page of the bid form and Terms and Conditions in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents with page numbering. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.

- (viii) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.
- (ix) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than **three** years. In case, any bidder(s) quoted less rate / wrong rate, he shall be personally responsible for the same and no representation on this account shall be entertained. In such case, the firm / bidder shall be liable to be blacklisted / debarred for the particular item for a period not less than **three** years besides forfeiting of EMD equivalent to the contract value of that particular item.

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

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

15. Inspection of manufacturing premises

- (i) The Corporation may at its discretion conduct inspection of the production facilities of those firms which have not been inspected during the past 3 years and that of the new participants, for the compliance of GMP as per "Revised Schedule M of Drugs and Cosmetics Act" and for their production capacity.
- (ii) Those firms which were disqualified after factory inspection during preceding year by this Corporation or Tamil Nadu Medical Supplies Corporation or Kerala Medical Supplies Corporation or Rajasthan Medical Supplies Corporation or any other premier institution/corporation, shall not be eligible for participation in this tender

16. SPECIFIC CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

16.5 Other Conditions:

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

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

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

17. SECURITY DEPOSIT & AGREEMENT:

- (i) All firms whose offers are accepted will have to deposit a **security deposit equivalent to 5% of Purchase Orders awarded for each item** in favor of Jammu and Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar at the time of agreement. The Security Deposit shall be deposited in the form of Demand Draft / Bank Guarantee.
- (ii) The payment shall be made only after deposition of appropriate amount of Security Deposit and its adjustment orders by the Corporation.
- (iii) The Corporation will pay no interest on security deposit/Earnest money deposit.
- (iii) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. 100/- in the prescribed form with the M.D, Jammu and Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar and deposit security for the performance of the contract within **15 days** from the date on which the acceptance of the tender is communicated to him. However, M.D. JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder. The validity of rate contract under this agreement shall be for a period of twenty four months from the day of issuance of letter of intent. However, the validity of rate contract can further be extended on the same rate, terms and conditions for the period not exceeding three months by the mutual consent of both the parties.

18. SAMPLES

- A)** The Samples of the **Ayurvedic / Unani Classical & Patent Medicines** shall be asked only from those Original Manufacturer/ Authorized Representative, who are declared qualified technically by the Technical Evaluation/Advisory.
- B)** Three units of market samples of each medicine to be submitted by the stipulated date & time in the sample box. Failure to do so, it shall entail your tender being ignored.
Note:-If tender sample expires prior to the validity of rate contract / during extended period, last supplied medicine of that particular medicine, approved by Verification Board, shall be kept as control sample replacing the expired sample.
- C)** Each & every sample shall have to be accompanied with quality testing and Analytical report/certificate(s) from In house Lab/ NABL accredited Labs /Govt. of India/Department of AYUSH approved Lab showing the medicine free from Aflatoxins, Microbial Load and also showing the level of Heavy metals **within permissible limits in case of Herbal Medicines** and other such preparations wherein that particular heavy metals are not used as ingredients or in the processing of the formulations.
- D)** Samples without required reports/Certificate(s) as given above at 14(c) shall not be accepted and accordingly the sample of respective medicine shall out rightly be rejected.
- E)** The bidders can print the name of the medicine, ingredients used etc in English and Hindi/ Urdu in respect of the samples to be submitted. As far as supply is concerned, it should be printed in English and Hindi (optional Urdu) for Ayurvedic Medicines, whereas in case of Unani medicines it should be printed in English and Urdu (optional Hindi), both on label as well as the literature.
- F)** The unsuccessful bidders can claim their samples submitted with JKMSCL within three months after the rate contract is issued; otherwise those samples will become the property of JKMSCL which shall be used/ destroyed.

Note: The containers of the medicines in samples should not be embossed with any name/ logo. The pilferage seal should be a plain seal i.e. without the name or logo of the firm. Those

samples shall not be considered & evaluated which are having embossed with any name/ logo.

19. Life Period:-

A) Life periods of different forms of medicines

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

- B) The Medicines and other related items to be supplied must have **more than ¾ SHELF LIFE at the time of receipt of supplies** in the stores.

20. Quality Assurance of Samples/Supply:

- (i) The Supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per GMP included in Schedule T of Drugs & Cosmetics Rules 1940 & rules issued from time to time till date thereof.
- (ii) Each & every medicine to be supplied shall have to be accompanied with batch wise quality testing and Analytical report/certificate(s) from NABL accredited Labs /Govt. of India/Department of AYUSH approved Lab showing the medicine free from Aflatoxins & microbial Load and also showing the level of Heavy metals within permissible limits in case of Herbal Medicines and other such preparations wherein that particular heavy metals are not used as ingredients or in the processing of the formulations.

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

21. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL/ DGM (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 / DGM (P&S), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the UT of Jammu and Kashmir.
- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10th of each month to the department.
- (v) The quantity, if any, indicated in the tender are mere estimates and are intended to give an idea to the prospective Bidders to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The

figures indicated in the catalogue do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the tender and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non-supply on the quantity indented.

22. Scheduling Of Supplies

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

23. Cold chain transporting system

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

24. QUALITY TESTING

1. The supplier shall ensure that each batch of medicine supplied is accompanied by certificate of analysis/test report done by NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory with necessary protocols for every batch. Supplies devoid of such reports shall not be taken into stock and payment shall not be made. The JKMSCL reserves the right to select from each batch at random of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the Drugs and Cosmetic act and Rules, notwithstanding the routine sampling that may be carried out by the Drugs and Regulatory authorities.
2. The Medicine shall be subjected to quality testing by the empanelled NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory.
3. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for quality testing. The JKMSCL shall deduct a sum of 1.5% from the amount of bill payable to supplier on account of Handling and testing charges.
4. Samples from the supplies would also be sent to different JKMSCL empanelled Drug Testing and Analytical Laboratories. The samples may also be drawn periodically during the shelf life period to ascertain the quality / potency of medicine(s). Samples, which do not meet quality requirements, shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or mis-branded, such batch/batches shall be deemed to be rejected goods and action as prescribed under various penalty clauses/ law shall be initiated against the supplier.
5. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of items of drugs and medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases JKMSCL has every right to recover the cost and impose penalty as per terms & conditions of NIT besides taking action against manufacturer/ supplier as per quality control guidelines adopted by JKMSCL.

25. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement of supplies made, in enclosed formats to each consignee(s) in statement No.1 and to GM(P&S), JKMSCL by 10th of each month duly verified by the consignee(s). Every time the statement should contain details of all orders place, under the contract. Please note that if statements are not submitted in

time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms will have to submit consolidated statement in duplicate at the end of 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 along with his comment to GM (P&S), JKMSCL for monitoring of receipt of supplies.

(b) Submission of Contract Completion Report:-

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

26. TERMS OF PAYMENT:-

1. No advance payment towards costs of medicines etc., will be made to the Bidder.
 2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and Analytical Laboratory Test Report regarding quality, the payment can be considered.
 3. The in-charge of District Drug Warehouse (DDW) shall acknowledge the medicines 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 **Ayurvedic/Unani Classical & Patent Medicines**, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW:
 - a. Certificate of analysis/test report done by NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory for each batch of the medicine 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 be attached with the delivery challan in original, prepared/issued by the manufacturer/importer for the said consignment/lot manufactured for JKMSCL.**
- NB:- JKMSCL shall have right to enquire/ call the original manufacturer/ direct importer for authenticating the mode of supply/ delivery challan issued for the said consignment before making final payment.
5. Payments for supply will be considered after the receipt of 70% of quantity ordered in the Purchase Order. However, the payment will be released only for the quantity in receipt, provided, the quality test report from approved test laboratories of JKMSCL has been received and found as of "STANDARD QUALITY".
 6. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State / UT Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority of JKMSCL immediately about it. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates. In case the price of a drug fixed by National Pharmaceutical Pricing Authority NPPA (Government of India) under applicable Drug Price Control Order (DPCO) or rates fixed by the other National Premier Health Institutes or other State / UT Government or their procuring agencies across India is less than JKMSCL contract price, the supplier shall be bound to make the supplies of such items at lowest price fixed within the Union of India.
 7. In case of any enhancement in Goods & Service Tax(GST) due to notification of the Govt.

after the date of submission of Bids and during the Bid period, the quantum of additional GST so levied will be allowed to be charged extra as a separate item without any change in the basis of the price structure price of the Drugs approved under Bid. For claiming the additional cost on account of the Increase in GST, the Bidder should produce a letter from the concerned GST authorities for having paid additional GST on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of essential drug, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of essential Drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.

27. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply:-
 - (a) In case of extension in the delivery period with liquidated damages the Penalty shall be imposed @ 0.25% per day for everyday of delay subject to maximum 10%. Rest of Terms & Conditions shall remain same as per SPP amended from time to time.
 - (b) Penalty shall not be imposed if a claim with regard to any supply is complete in all respects i.e. QC verified/Board verified etc is not cleared by JKMSCL within a period of 60 days.
- (iv) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (v) The maximum amount of agreed liquidated damage shall be 10%.
- (vi) Total Penalty period shall be up to 60 days from the last date of supply period, after which it shall be deemed as un-executed supply and shall attract penalty @20%.
- (vii) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.
- (viii) If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approval from M.D. JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders with in fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).
- (viii) Wrong quote shall in no case be permitted .In case of such quote(s), action as debarring the supplier shall be initiated

28. 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.

29. 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.


30. 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.

PACKING SPECIFICATIONS:

Schedule for Packaging- General Specifications

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

Drug/Item Name:- Composition:-  JKMSCL Hospital Supply 2025-27 Not for Sale (QC Passed)	Batch No- Mfd date- Exp Date-
Indicative art work for bidders	

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

II. Specifications for Chemicals

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

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

(a) **LABELING:**

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

The name of the drug shall be mentioned in English and should be legible and be printed more prominently. Apart from this **"JKMSCL HOSPITAL SUPPLY NOT FOR SALE" QC Passed** along with logo of JKMSCL will be printed on each strip/label of the bottle.

The storage directions should be clear and legible.

- Bids for the supply for **Ayurvedic / Unani Classical & Patent Medicines** shall be considered only if the Bidder gives undertaking in his Bid that the supply shall be prepared and packed with the logogram printed on labels of packing as per the design mentioned above.
- All the medicines have to be supplied in standard packing. **Affixing of stickers and rubber stamps shall not be accepted.**
- Failure to supply Drugs etc. with the logogram will be treated as breach for the terms of agreement and liquidated damages will be deducted from bills payable as per terms and conditions of NIT. Bidders who are not willing to agree to conditions above will be summarily rejected.

NOTE: The supply without logo & words “JKMSCL HOSPITAL SUPPLY NOT FOR SALE” QC Passed shall not be accepted.

(c) SCHEDULE FOR PACKING OF AYURVEDIC / UNANI CLASSICAL & PATENT MEDICINES GENERAL SPECIFICATIONS

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

(d) LABEL:

- Every corrugated box should carry a large outer label clearly indicating that the product is for **“J&K MEDICAL SUPPLIES CORPORATION LTD HOSPITAL Supply NOT FOR SALE” QC Passed.** The Product label on the cartoon should be large, at least 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry quantity packed and net weight of the box.

(e) OTHERS:

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

(f) SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES

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

(g) SPECIFICATION FOR LARGE VOLUME BOTTLE i.e. above 100 ml & below 1 litre.

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

(h) SPECIFICATION FOR LIQUID 100 ML & BELOW

- 100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, BOTTOM and centre pad of 3 ply.
- 50 bottles of 100 ml- 120 ml may be packed in a similar manner in a single corrugated box.
- 100 Bottles of 25 ml or below may be packed in a single row, 2 - 3 such cartoons in master cartoon.

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

31. REJECTION:

- (i) Articles not as per specification/ or not approved shall be rejected by the department and will have to be replaced by the supplier / firm at its own cost within the time limit fixed by the corporation.
- (ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., JKMSCL, (J&K) as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- (iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases, where material has been used & some defects are noticed, then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., JKMSCL shall be final.
- (iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- (v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited security money as per condition No. 16) Joint inspection of defective material may be carried out as required by the corporation. However, sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- (vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if the firm has deposited required security deposit as per contract.
- (viii) 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.

32. QUALITY TESTING

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

during the shelf life period to ascertain the quality / potency of medicine(s). Samples, which do not meet quality requirements, shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or mis-branded, such batch/batches shall be deemed to be rejected goods and action as prescribed under various penalty clauses/ law shall be initiated against the supplier.

5. In the event of the samples of the Drugs and medicines supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of items of drugs and medicines for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases JKMSCL has every right to recover the cost and impose penalty as per terms & conditions of NIT besides taking action against manufacturer/ supplier as per quality control guidelines adopted by JKMSCL.

33. 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.

34. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

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

35. 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.

36. PARALLEL RATE CONTRACT:

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

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirement among the qualified Bidders.

- (ii) Orders will be placed with lowest (L-1) firm. However in case of any exigency at the discretion of the Tender Inviting Authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii) After the conclusion of Price Bid opening (cover-B) the lowest offer of the Bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and L-1 supplier for an item for which the tender has been invited.
- (iv) The tender who has been declared as L-1 supplier for certain item shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the tender documents on depositing the required amount performance security and on execution of the agreement such Bidder is eligible for the placement of purchase orders.
- (v) JKMSCL will inform the L-1 rate to the Bidders who had qualified for Price Bid (Cover - B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders who agree to match L-1 rate, will be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (Rate, GST, etc.) of price (L-1 rate).
- (vii) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the tender document and the delay would occur in executing the order, shall inform the GM (P&S) JKMSCL immediately without loss of time and the purchase orders shall be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.
- (viii) If the L-1 supplier has failed to supply / intimate JKMSCL about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, JKMSCL may also place purchase orders with the Matched L-1 Bidders for purchase of the items provided such matched L-1 Bidders shall execute necessary agreement indicating the production capacity as specified in the tender document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the items quoted by them.
- (ix) Subject to para (vii) above, while JKMSCL has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be placed with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity then L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 etc.
- (x) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate Supplier for the purpose of the tender and all provisions of the tender document applicable to L-1 rate Bidder will apply mutatis mutandis to the matched L-1 supplier.
- (x) If the supplier fails to supply the item(s) for the purchase orders, at any point of time, either fully or partly, within the stipulated time, JKMSCL is at liberty to place purchase orders with other Bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify JKMSCL, WITHOUT ANY PROTEST OR DEMUR, for the difference in cost incurred by JKMSCL and the JKMSCL is entitled to recover the difference in cost from the amount due / payable to the supplier.
- (xi) The supplier shall supply the entire ordered quantity before the end of 60 days 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.

37. VALIDITY OF TENDER:

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

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

38. 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.**

39. 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.

40. 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.

41. 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.

42. ARBITRATION

- 42.1 Governing Law: This NIT shall be governed by and construed in accordance with the laws of the UT of Jammu and Kashmir and the laws of India as applicable to the UT of Jammu and Kashmir.
- 42.2.1 Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively "dispute") by giving a written notice to the other party, which shall contain
- i. a description of the dispute
 - ii. the ground for such dispute
 - iii. all written material in support of its claim
- 42.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 38.2.1, furnish:
- I. Counter claim and defences, if any, regarding the dispute; and
 - II. All written material in support of its defences and counter claim
- 42.2.3 Within thirty days of issuance of notice by any party pursuant to para 38.2.1 or para 38.2.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.
- 42.3 Dispute Resolution: Besides, as referred above in para 38.2.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the Arbitration and Conciliation Act, applicable to the UT of J&K. The venue of the Arbitration shall be in the UT of Jammu and Kashmir.

43. 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.

44. Conflict of Interests-

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

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

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

- a) Have controlling partners/shareholders in common; or
 - b) Receive or have received any direct or indirect subsidy from any of them; or
 - c) Have the same legal representative for purposes of the Bid; or
 - d) Have a relationship with each other, directly or through common third parties, that puts them. In a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. **However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.**
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal
 - g) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Services that are the subject to the Bid; or
 - h) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in charge / consultant for the contract.
- 45.** (i) Bidder is requested to send with bid, printed descriptive literature of the quoted items.
- (ii) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within one year, he should provide copies of purchase orders, invoices and rate contract, if asked for.
- (iii) Bidder shall not make any supply on the Rate Contract of JKMSCL to any of the Institute / department within the UT of J&K. In case of default, supplier has to deposit 7% of the total value of Purchase Order / Supplies made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm), JKMSCL.
- 46.** All correspondence in this connection should be addressed to the Managing Director, JKMSCL **Plot no 58, Friends colony, Satyam Road, Trikuta Nagar, Jammu**
- 47.** (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.
48. 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.
49. (i) Any certificate/documents/information submitted by the bidder found to be false / forged / fabricated etc then bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc, for the limited or unlimited period
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to ban concerned item/items /firm for certain or uncertain period.
50. 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.
51. 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.
52. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
53. 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.
54. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
55. **JURISDICTION:-**All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in the UT of Jammu and Kashmir only.
56. **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.
57. L1 shall be considered only on the basis of basic rates quoted. All statutory taxes shall becalculated as applicable and shall not be taken into account for arriving at L1.
58. 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**.
59. **APPLICABILITY OF CLAUSES:-**All the clauses above and their Annexures, Formats & Enclosures are applicable for the tendered items.

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

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

B. Special Terms and conditions:-

1. Technical details, Tender form duly signed in all respect, Earnest Money and all other required Documents should be uploaded in Cover "A" and Financial details (BOQ), should be uploaded in Cover "B" otherwise tender will not be considered.
2. Conditional tenders will not be considered.
3. Transshipment will be permitted and partial shipment not allowed.
4. The bidder should quote rates in Indian rupees and payment will be made in Indian rupees. (INR) only.

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

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

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

List of Ayurvedic & Unani Classical Medicines				
A	Ayurvedic Classical Medicines			
S.No	S.No	Name of Item	Item Code	Packing
1	1	Arogyavardhini Vati	AM001	10 Gms
2	2	Brahmi Vati	AM002	10gm
3	3	Chanderprabha Vati	AM003	10 Gms
4	4	Ghandhak Rasayan	AM005	10gm
5	5	Kankayan Vati	AM006	10gms
6	6	Kanthsudhar vati	AM007	10 gm
7	7	Kutajaghan Vati	AM009	10 Gms
8	8	Prabhakar Vati	AM013	10gms
9	9	Punarnavadi Mandoor	AM014	10gms
10	10	Rajahpravartini Vati	AM015	10gm
11	11	Sarpangandha Vati	AM017	10 gm
12	12	Shoolvajrani Vati	AM019	10gm
13	13	Sudarsana Ghana Vati	AM020	10 Gms
14	14	Amla Churana	AM021	25gm
15	15	Arjun Chall Churana	AM022	25gm
16	16	Avipattikar Churana	AM023	25gms
17	17	Hingwashtak Churana	AM026	25gms
18	18	Kamila Churana	AM027	25gm
19	19	Lavana Bhaskara Churana	AM028	25gms
20	20	Panchsakar Churana	AM029	25gms
21	21	Shiva Kshara Pachana Churana	AM031	25gm
22	22	Sitopladi Churana	AM032	25gms
23	23	Talisadi Churana	AM033	25gms
24	24	Yashtimadhu Churana	AM035	25gm
25	25	Dashanga Lepa	AM036	25gm
26	26	Amritarishta	AM037	200ml
27	27	Arjunarishta	AM038	200ml
28	28	Abhayarishta	AM039	200ml
29	29	Arvindasava	AM040	200ml
30	30	Ashokarishta	AM041	200ml
31	31	Ashvagandharishta	AM042	200ml
32	32	Dashamularishta	AM044	200ml

33	33	Draksharishta	AM045	200ml
34	34	Lodhrasava	AM046	200ml
35	35	Lohasava	AM047	200ml
36	36	Kanakasava	AM048	200ml
37	37	Kumaryasava	AM049	200ml
38	38	Punarnavasava	AM050	200ml
39	39	Sarasvatharishta	AM051	200ml
40	40	Vidangaarishta	AM052	200ml
41	41	Maharasnadi Kwath	AM054	200ml
42	42	Vasa Avaleh	AM056	50gm
43	43	Kantakari Avaleh	AM057	50gm
44	44	Supari Pak	AM058	50gms
45	45	Gokshuradi Guggulu	AM060	10gms
46	46	Kaishore Guggulu	AM061	10gms
47	47	Kancanara Guggulu	AM062	10gms
48	48	Simhanad Guggulu	AM064	10gm
49	49	Yograj Guggulu	AM067	10gms
50	50	Arshkuthar Rasa	AM068	5 Gms
51	51	Chandramrita Rasa	AM069	5gms
52	52	Kaf Ketu Rasa	AM070	5gm
53	53	Kapura Rasa (Ahifen yukt)	AM072	5 gm
54	54	Nardiya Laxmi Vilas Ras	AM074	5 Gms
55	55	Shira Shooladi Vajar Ras	AM075	5gm
56	56	Tribhuvan Kirti Rasa	AM078	5gm
57	57	Muktashukti Pishti	AM080	10gm
58	58	Kaharuba Pisti	AM081	10 Gms
59	59	Godanti Bhasama	AM083	10gms
60	60	Mayur Puch Bhasma	AM084	10gm
61	61	Tankana Bhasama	AM086	10gm
62	62	Anu Taila	AM087	50ml
63	63	Dhanwantar Taila	AM088	50ml
64	64	Erand Tail	AM089	50 Ml
65	65	Jatayadi Taila	AM091	50ml
66	66	Mahanarayan Taila	AM092	50ml
67	67	Mahamash Taila	AM093	50ml
68	68	Marichadya Tail	AM094	50 Ml
69	69	Pinda Taila	AM095	50ml
70	70	Shadabindu Taila	AM096	50ml
71	71	Dhatri Loh	AM097	10gm
72	72	Saptamrit Loh	AM098	10gm
73	73	Navayas Loh	AM099	10gm
74	74	Sat Giloy	AM100	10gms
75	75	Dashmool Kawatha Churana	AM102	100gm

76	76	Manjishthadi Kshaya Churana	AM105	100gm
77	77	Rasnasaptaka Kshaya Churana	AM106	100gm
78	78	Lakshadi Guggulu	AM107	10gm
79	79	Navak Guggulu	AM108	10gms
80	80	Rasanadi Guggulu	AM109	10gm
81	81	Anandbhairava Rasa	AM110	5gms
82	82	Ekangveer Rasa	AM111	5gms
83	83	Navjeevan Rasa	AM112	5gm
84	84	Nityanand Rasa	AM113	5gm
85	85	Rasa Manikya	AM114	5gm
86	86	Smriti Sagar Rasa	AM115	5gm
87	87	Vatagajankusha Rasa	AM116	5 Gms
88	88	Erimedadi Taila	AM118	50ml
89	89	Karpooradi Taila	AM120	50ml
90	90	Ashvagandha Churana	AM123	25gms
91	91	Bala Churana	AM124	25gm
92	92	Bhumyamalaki Churana	AM125	25gm
93	93	Bilva Churana	AM126	25gm
94	94	Kalamegha Churana	AM130	25gm
95	95	Katuki Churana	AM131	25gm
96	96	Nimba Churana	AM132	25gm
97	97	Shatavari Churana	AM133	25gms
98	98	Shunthi Churana	AM134	25gms
99	99	Amalki Rasayan	AM137	50 Gms
100	100	Bala Taila	AM139	50ml
101	101	Bilvadi Leha	AM140	50 Gm
102	102	Dashana Sankara Churna	AM141	25gms
103	103	Drakshavaleha	AM142	50 gm
104	104	Khadirarishtha	AM144	200ml
105	105	Kutajavaleha	AM145	50 Gm
106	106	Nalpamaradi Taila	AM146	50ml
107	107	Saubhagya Shunthi Paka	AM148	50gm
108	108	Trikatu Churna	AM149	25gms
109	109	Trinpanchamula Kvatha	AM150	100 gm
110	110	Varunadi Kashaya	AM151	100gm
111	111	Abhayadi Modakam	AM159	20 gm
112	112	Apamarga Kshar	AM161	10 gm
113	113	Apamargkshara Taila	AM162	10 ml
114	114	Arka Pudina	AM163	50 ml
115	115	Arka Shatpushpa/ Mishr eyarka	AM164	50 ml
116	116	Ayush Kvatha Churna	AM165	100 gm

117	117	Balachaturbhadra Churna	AM166	25 gm
118	118	Balashvagand- hadi Taila	AM168	50 ml
119	119	Bilvadi Gutika	AM170	5 gm
120	120	Brahama Rasayana	AM171	100 gm
121	121	Brahmi Ghrita	AM172	100 gm
122	122	Chitraka Haritaki	AM173	100 gm
123	123	Chyavanprash Avaleha	AM174	100 gm
124	124	Dadimadi Ghrita	AM175	100 gm
125	125	Dhanvantar Gutika	AM178	5 gm
126	126	Dhanyapanchaka Kashaya Churna	AM179	100 gm
127	127	Drakshasava	AM180	200 ml
128	128	Eladi Churna	AM181	25 gm
129	129	Gandharvahasta Taila	AM183	50 ml
130	130	Guduchi Sattva	AM184	25 gm
131	131	Guggulutiktaka Ghrita	AM185	100 gm
132	132	Indu kanta Ghrita	AM187	100 gm
133	133	Indukantam Kashayam Churna	AM188	100 gm
134	134	Jathyadi Ghrita	AM189	100 gm
135	135	Jatiphaladya Churna	AM190	25 gm
136	136	Kalyanak Guda	AM192	100 gm
137	137	Kapardika Bhasma	AM194	5 gm
138	138	Ksharsutra	AM197	30 cm thread of 20 No.
139	139	Kshirashatpala Ghrita	AM198	100 gm
140	140	Kushmandaka Rasayana	AM199	100 gm
141	141	Laghu Sutashekhara Rasa	AM201	5 gm
142	142	Mukta Pishti	AM204	2 gm
143	143	Mustakarishtha	AM206	200 ml
144	144	Nalikeranjana	AM207	25 ml
145	145	Nirgundi Taila	AM209	25 ml
146	146	Nisha-Amalaki Churna	AM210	50 gm
147	147	Panchaguna Taila	AM211	50 ml
148	148	Panchamrita Parpati	AM212	5 gm
149	149	Pancha-vaikala Kashaya Churna	AM214	100 gm
150	150	Pathyadi Kvatha (Shadanga) Churna	AM215	100 gm
151	151	Phala Ghrita	AM216	100 gm
152	152	Phalatrikadi Kvatha Churna	AM217	100 gm
153	153	Pippali Churna	AM218	25 gm

154	154	Pippali mula Churna	AM219	25 gm
155	155	Pippalyadyasava	AM220	200 ml
156	156	Prasarini Taila	AM221	50 ml
157	157	Pravala Pishti	AM222	5 gm
158	158	Puga Khanda/ Supari Paka	AM223	100 gm
159	159	Punarnava Churna	AM224	50 gm
160	160	Punarnava Guggulu	AM225	10 gm
161	161	Rohitakarishtha	AM226	200 ml
162	162	Saindhavadi Taila	AM227	50 ml
163	163	Samshamani Vati / Guduchighana Vati	AM228	5 gm
164	164	Saptavinshati Guggulu	AM229	10 gm
165	165	Sarasvata Churna	AM230	25 gm
166	166	Sarjarasa Malahara	AM231	25 gm
167	167	Sarpagandha- ghana Vati	AM232	5 gm
168	168	Shadanga Kvatha Churna	AM233	100 gm
169	169	Shatavariguda	AM234	100 gm
170	170	Shatavaryadi Ghrita	AM235	100 gm
171	171	Shveta Malaham	AM236	25gm
172	172	Shveta Parpati/ Kshara Parpati	AM237	10 gm
173	173	Somaraji Taila / Bakuchi Taila	AM238	25 ml
174	174	Sphatika Bhasma	AM239	5 gm
175	175	Sukumar Ghrita	AM240	100 gm
176	176	Tiktaka Ghrita	AM241	100 gm
177	177	Trivritamul Churna / Trivrita Churna	AM243	25 gm
178	178	Ushirasava	AM244	200 ml
179	179	Vasaguduchyadi Kashaya Churna	AM245	100 gm
180	180	Vatavidhavansan Rasa	AM247	5 gm
181	181	Vettumaran Gulika	AM248	5 gm
182	182	Vidanga Churna	AM249	50 gm
183	183	Vyaghri Haritaki	AM250	100 gm
184	184	Yavakshar	AM251	10 gm

B

Unani Classical Medicines

185	1	Itrifal-E-Ustukhuddoos	UM102	50gm
186	2	Itrifal-E-Zamani	UM103	50gm
187	3	Itrifal-E-Ghudadi	UM106	50gm
188	4	Itrifal-E- Kishneezi	UM108	50gm
189	5	Itrifal-E- Shahtra	UM109	50gm
190	6	Araq Kasni	UM110	200ml
191	7	Araq-E- Badiyan	UM111	200ml

192	8	Araq-E-Mako	UM113	200ml
193	9	Arq-e- Gaowzaban	UM114	200ml
194	10	Arq-E-Baranjasif	UM116	200ml
195	11	Arq-E-Muraqab Musafi Khoon	UM117	200ml
196	12	Arq -e- Ushba	UM118	200ml
197	13	Jawarish-E- Jalinoos	UM119	50gm
198	14	Jawarish-E-Anarain	UM120	50gm
199	15	Jawarish -e- Tamar Hindi	UM121	50gm
200	16	Jawarish-E-Zanjabeel	UM122	50gms
201	17	Jawarish Kamooni	UM125	50gms
202	18	Jawarish-E-Bisbasa	UM126	50gms
203	19	Jawarish-E-Zarooni Sada	UM127	50gms
204	20	Jawarish-e-Muqawwi -e-Meda	UM129	50gm
205	21	Habb-E-Asgand	UM130	30 Pills
206	22	Habb-E-Musaffi-E-Khooon	UM131	30 Pills
207	23	Habb-E-Shifa	UM132	30 Pills
208	24	Habb-e- Azaraqi	UM133	30 PILLS
209	25	Habb -e- Suranjan	UM134	30 PILLS
210	26	Habb-E-Kabid Naushadri	UM136	30pills
211	27	Habb-E-Surfa	UM137	30pills
212	28	Habb-e- Zeeq-u-Nafas	UM138	30 PILLS
213	29	Habb-e- Nazla	UM139	30 PILLS
214	30	Habb-e- Peechish	UM141	30 PILLS
215	31	Habb-E- Bukhar	UM142	30pills
216	32	Habb-E- Hilteet	UM144	30 Pills
217	33	Habb-e- Yograj Guggal	UM145	30 PILLS
218	34	Habb-e- Mumsik	UM146	30 PILLS
219	35	Habb-e- Jadwar	UM147	30 PILLS
220	36	Habb-e- Muqa-Ui- Meda	UM148	30 PILLS
221	37	Habb-e- Dard- E- Shikam	UM149	30 PILLS
222	38	Habb-e- Bawaseer Damwi	UM150	30 PILLS
223	39	Habb-e- Bawaseer Baadi	UM151	30 PILLS
224	40	Habb-E-Suranjan	UM152	30 Pills
225	41	Khamira Banafsha	UM154	50gm
226	42	Khamira Sandal Sada	UM156	50gm
227	43	Dawa-ul-Misk Motadil	UM157	50 gm
228	44	Raughan-E-Babuna Sada	UM159	30ml
229	45	Raughan -e-Kameela	UM160	30ml
230	46	Raughan -e-Neem	UM163	30ml
231	47	Raughan -e-Qust	UM164	30ml
232	48	Raughan-E-Suranjan	UM165	30ml
233	49	Raughan -e-Chameli	UM166	30ml
234	50	Raughan -e-Bed-Anjeer	UM169	30ml

235	51	Raughan -e-Amla	UM170	30ml
236	52	Safoof-E-Bars	UM171	50gms
237	53	Safoof-E-Mohazzil	UM172	50gms
238	54	Safoof-e-Asalsoos	UM173	50 gm
239	55	Sharbat-E-Unnab	UM175	200ml
240	56	Sharbat-e- Sandal	UM176	200ml
241	57	Sharbat-E-Faulad	UM177	200ml
242	58	Sharbat-E-Ahmad Shahi	UM180	200ml
243	59	Sharbat-e- Habul Aas	UM181	200ml
244	60	Sharbat-E-Anjabar	UM182	200ml
245	61	Sharbat -E- Deenar	UM183	200ml
246	62	Sharbat-E- Zoofa Murakkab	UM184	200ml
247	63	Sharbat Bazoori Motadil	UM186	200ml
248	64	Sharbat-E- Nilofar	UM187	200ml
249	65	Sharbat-E-Banafsha	UM188	200ml
250	66	Sharbat-e- Ward Mukarar	UM190	200ml
251	67	Sikanjbeen Nanaie	UM192	200ml
252	68	Zimad Baras	UM193	20gm
253	69	Zimad Rahat	UM194	20gm
254	70	Zimad-e-Mohallil	UM195	20gm
255	71	Tiryaq-e-Nazla	UM196	50gm
256	72	Qurs-E-Anjabar	UM197	30 Pills
257	73	Qurs-E-Deedan	UM198	30 Pills
258	74	Qurs-e- Musakkin	UM199	30 PILLS
259	75	Qurs-e- Jeryan	UM200	30 PILLS
260	76	Qurs-e- Marjan Jawahar Wali	UM201	30 PILLS
261	77	Qurs -e- Sailan	UM202	30 PILLS
262	78	Qurs-E-Gulnar	UM203	30 Pills
263	79	Qurs-E-Ziabetus Sada	UM204	30 Pills
264	80	Qurs -e- Hazim	UM205	30 PILLS
265	81	Qurs E Mulaiyin	UM206	30pills
266	82	Qurs -e- Kaknaj	UM207	30 PILLS
267	83	Qurs -e- Qushta Abrak	UM208	30 PILLS
268	84	Lauq Sapistan Khayar Shambri	UM211	50gm
269	85	Laoq-e- Motadil	UM212	50gm
270	86	Laoq-e- Sapistan	UM213	50gm
271	87	Laoq-E-Zeeq-Unaffas	UM214	50gm
272	88	Laoq -e- Nazli	UM215	50gm
273	89	Laboob Kabir	UM216	50gm
274	90	Majoon-e- Salab	UM217	50gm
275	91	Majun Arad Khurma	UM218	50gm
276	92	Majoon -E- Suranjan	UM220	50gm

277	93	Majoon-E-Chobchini	UM223	50gms
278	94	Majoon-E-Kundur	UM224	50gms
279	95	Majoon-E-Jograj Guggal	UM225	50gms
280	96	Majoon-E-Falasfa	UM226	50gm
281	97	Majoon-E- Muqawwi Meda	UM228	50gm
282	98	Majoon-E- Ushba	UM229	50gm
283	99	Majoon-E-Dabeed-Ul-Ward	UM230	50gm
284	100	Majoon-E-Supari Pak	UM231A	50gms
285	101	Safoof-e-Aamla	UM236	50gm
286	102	Safoof-e-Afsanteen	UM237	25gm
287	103	Safoof-e-Anjeer	UM238	50 gm
288	104	Arq-e-Ajeeb	UM239	05 ml
289	105	Arq-e-Gulab	UM240	50 ml
290	106	Arq-e-Mundi	UM241	200 ml
291	107	Safoof-e-Asl-us-soos	UM242	50gm
292	108	Aspaghol	UM243	50gm
293	109	Safoof-e-Babchi	UM244	25gm
294	110	Safoof-e-Badiyan	UM245	25 gm
295	111	Banadiq-ul-Bazoor	UM246	30 pills
296	112	Safoof-e-Banafsha	UM247	50gm
297	113	Safoof-e-Bisfayej	UM248	50gm
298	114	Safoof-e-Burada Sandal Safaid	UM249	50gm
299	115	Safoof-e-Burada Sandal Surkh	UM250	50gm
300	116	Safoof-e-Burada Sheesham	UM251	50gm
301	117	Safoof-e-Chiraita	UM252	50gm
302	118	Safoof-e-Chobchini	UM253	50gm
303	119	Dawa-ul-Kurkum	UM254	100 gm
304	120	Safoof-e-Gaozaban	UM255	50gm
305	121	Safoof-e-Ghafis	UM256	25gm
306	122	Safoof-e-Gilo	UM257	50gm
307	123	Safoof-e-Gul-e-Babuna	UM258	25gm
308	124	Safoof-e-Gul-e-Banafsha	UM259	100gm
309	125	Safoof-e-Gul-e-Surkh	UM260	25gm
310	126	Safoof-e-GulTesu	UM261	50gm
311	127	Habbe Irqun Nisa	UM262	30 pills
312	128	Habb-e-Bawaseer Damiya	UM264	30 pills
313	129	Habb-e-Bawaseer-Amya	UM265	30 pills
314	130	Habb-e-Hindi Zeeqi	UM266	30 pills
315	131	Habb-e-Jadwar	UM267	30 pills
316	132	Habb-e-Jaryan	UM268	30 pills
317	133	Habb-e-Jawahar	UM269	30 pills
318	134	Habb-e-Jund	UM270	30 pills
319	135	Habb-e-Karanjwa	UM271	30pills

320	136	Habb-e-Khabsul Hadeed	UM272	30 pills
321	137	Habb-e-Marwa-reed	UM273	30 pills
322	138	Habb-e-Mudir	UM274	30 pills
323	139	Habb-e-Mumsik	UM275	30 pills
324	140	Habb-e-Pechish	UM276	30 pills
325	141	Habb-e-Raal	UM277	30 pills
326	142	Habb-e-Tursh Mushtahi	UM279	30 pills
327	143	Halwa-e-Ghekawar	UM280	100 gm
328	144	Iksir Shifa	UM281	30 pills
329	145	Itrifal-e-Fauladi	UM282	100 gm
330	146	Itrifal-e-Muqawwi Dimagh	UM283	100 gm
331	147	Jawarish Ood Shirin	UM284	100 gm
332	148	Jawarish-e-Pudina Wilayti	UM286	100 gm
333	149	Safoof-e-Khaksi	UM287	50gm
334	150	Khamira Abresham Hakim Arshadwala	UM288	60 gm
335	151	Khamira Abresham Sheera Unnab wala	UM289	60 gm
336	152	Khamira Gaozaban Ambri-Jadwar Ood Saleebwala	UM290	60 gm
337	153	Khamira Gaozaban Sada	UM291	60gm
338	154	Khamira Marwareed	UM292	60 gm
339	155	Khar-e-Khasak Khurd	UM293	50gm
340	156	Safoof-e-Khiyar Shambar	UM294	300gm
341	157	Safoof-e-Khubbazi	UM295	50gm
342	158	Safoof-e-Khurfa	UM296	50gm
343	159	Safoof-e-Konch	UM297	25gm
344	160	Kushta Khabsul Hadeed	UM298	10 gm
345	161	Kushta-e-Faulad	UM299	10 gm
346	162	Kushta-e-Gaodanti	UM300	10 gm
347	163	Kushta-e-Hajr-ul-Yahood	UM301	10 gm
348	164	Kushta-e-Qaranul Eyyal	UM303	10 gm
349	165	Luboob-e-Barid	UM304	100 gm
350	166	Luboob-e-Kabir	UM305	100 gm
351	167	Majoon-e-Hajr-ul-Yahood	UM306	100 gm
352	168	Majoon-e-Hamal Ambari Al-wiKhani	UM307	100 gm
353	169	Majoon-e-Masik-ul-Baul	UM309	100 gm
354	170	Majoon-e-Piyaz	UM312	100 gm
355	171	Majoon-e-Seer Alvi Khani	UM313	100 gm
356	172	Majoon-e-Suhag Sonth	UM314	100 gm
357	173	Safoof-e-Mako	UM315	50gm
358	174	Safoof-e-Malerian	UM316	50 ml
359	175	Marham Gulabi	UM317	50 gm

360	176	Marham Saeeda Chob Neem Wala	UM318	50 gm
361	177	Marham-e-Quba	UM319	50 gm
362	178	Mufarreh Barid	UM320	100 gm
363	179	Safoof-e-Mundi	UM321	50gm
364	180	Murabba Amla	UM322	100 gm
365	181	Safoof-e-Neelofar	UM323	50gm
366	182	Qairooti-e-Aarad-e-Karsana	UM324	50 gm
367	183	Qurs Asfar	UM325	30 pills
368	184	Qurs-e-Dawa-ul-Shifa	UM326	30 pills
369	185	Qurs-e-Habis	UM327	30 pills
370	186	Qurs-e-Kafoor	UM328	30 pills
371	187	Qurs-e-Malti Basant	UM329	30 tabs
372	188	Qutor-e-Ramad Qawi	UM330	05 ml
373	189	Raughan-e-Aamla	UM331	50ml
374	190	Raughan-e-Kahu	UM332	50ml
375	191	Raughan-e-Laboob Saba	UM333	50ml
376	192	Raughan-e-Malkangni	UM334	50ml
377	193	Raughan-e-Turb	UM335	05ml
378	194	Raughan-e-Zaitoon	UM336	50ml
379	195	Safoof-e-Revandchini	UM337	25gm
380	196	Roghan-e-Ikseer	UM338	50ml
381	197	Safoof e Hazim	UM339	50 gm
382	198	Safoof e Hijrul Yahud	UM340	50 gm
383	199	Safoof-e-Chob-chini	UM341	50 gm
384	200	Safoof-e-Namak-e-Shaikhur Raees	UM343	50 gm
385	201	Safoof-e-Suranjan	UM344	50 gm
386	202	Safoof-e-Sana	UM345	50gm
387	203	Safoof-e-Satawar	UM346	50gm
388	204	Safoof-e-Shahatra	UM347	50gm
389	205	Sharbat-e-Sadar	UM349	200 ml
390	206	Sufoof-e-Habis-ud-Dam	UM350	50 gm
391	207	Sufoof-e-Mudrr-e-Haiz	UM351	50 gm
392	208	Sufoof-e-Teen	UM352	50 gm
393	209	Sumbul-ut-Teeb	UM353	25gm
394	210	Sunoon-e-Mukhrij-e-Rutu- bat	UM354	50 gm
395	211	Tiryaq-e-Arba	UM355	100 gm
396	212	Tukhme Khatmi	UM356	50gm
397	213	Tukhm-e-Karafs	UM357	25gm
398	214	Tukhm-e-Kasni	UM358	50gm
399	215	Zufa Yabis	UM359	50gm
400	216	Zuroor-e-Kath	UM360	100 gm
401	217	Zuroor-e-Qula	UM361	10 gm

C	Patent/ Proprietary Medicines			
402	1	Anti- Tussive Syp	PM001	100ml Syp
403	2	Anti- Tussive Tab/Cap	PM002	40 tabs / caps
404	3	Anti-Asthmatic Syp	PM003	100ml
405	4	Anti-Asthmatic Tab/ Cap	PM004	40 Tabs/ Caps
406	5	Anti-Cold/Decongestants Syp	PM005	100ml Syp
407	6	Digestive Enzyme Syp	PM007	100ml
408	7	Liver Tonic Syp	PM009	100ml
409	8	Liver Tonic Tab/ Cap	PM010	40 Tabs/ Caps
410	9	Antacid Syp	PM013	100ml
411	10	For U.T.I Tab/Cap	PM024	40tabs/Caps
412	11	For Bph Syp	PM027	100ml
413	12	Analgesic Tab/Cap	PM032	40tabs/Caps
414	13	For General Debility Syp	PM033	100ml Syp
415	14	For General Debility Tab/Cap	PM034	40 Tabs/ Caps
416	15	Anti-Allergic Granules	PM037	100 gm
417	16	Blood Purifier Syp	PM039	100ml Syp
418	17	Blood Purifier Tab/Cap	PM040	40 Tabs/Caps
419	18	Anti-Septic Ointment	PM043	500gm
420	19	Anti-Septic Lotion	PM044	500ml
421	20	For Burns Ointment	PM045	20 gms
422	21	For Scabies Powder	PM046	10gms
423	22	For Scabies Tab/Cap	PM047	40 Tabs/Caps
424	23	Anti-Hypertensive Tab/Cap	PM048	40 Tabs/Caps
425	24	Cardiac Tonic Syp	PM049	100ml Syp
426	25	Sedatives & Tranquilizers Syp	PM051	100ml
427	26	Brain Tonic Syp	PM053	100ml Syp
428	27	Brain Tonic Tab/Cap	PM054B	40 Tabs/Caps
429	28	Anti-Helminthes Syp	PM055	100ml Syp
430	29	Anti-Helminthes Tab/Cap	PM056	40 Tabs /Caps
431	30	Anti- Rheumatics Syp	PM057	100ml Syp
432	31	Anti- Rheumatics Tab/Cap	PM058	40 Tabs/Caps
433	32	Local Rubificient Oil	PM059	50ml
434	33	Local Rubificient Oint	PM060	20 Gms
435	34	For Leucorrhoea Tab/Cap	PM062	40 Tabs/Caps
436	35	For Menorrhagia /Metorahagia Tab/Cap	PM064	40 tabs/caps
437	36	For Dub Tab/Cap	PM066	40 Tabs/Caps
438	37	For Eye Ailments Drops	PM069	10ml
439	38	For Nasal Ailments Drops	PM071	10ml
440	39	For Throat/Mouth Chewable Tabs	PM074	30 Chewable Tabs

441	40	Anti- Diabetic Tab/Cap	PM075	40 Tabs /Caps
442	41	Anti-Pyretic/Analgesic Drops	PM077	15ml
443	42	Anti-Pyretic/Analgesic Susp.	PM078	50ml
444	43	Carminative/Anti-Spasmotic/Anti-Diarrheal/Laxative Drops	PM081	15ml

Annexure C
(List of Items quoted by the Bidder)
To be submitted on the Letter Head of the Bidder)

Instructions:

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

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

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

Signature of the Bidder

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

Declarations and Undertaking

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

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

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

2. We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
3. (a) We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any State / UT Govt. or their subordinate departments from participation in bidding.
- (b) We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name of Govt./Deptt.) and detailed information is as given below:
- (i.) Cause of black listing/banning/Debarring.
- (ii.) For which item.....:
- (iii.) Period of black listing/banning/Debarring.
- (iv.) Latest Status of black listing/banning/Debarring.
- 4 That we shall report JKMSCL, if any punitive action including blacklisting /debarment or /conviction is initiated against us by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise after participating in the bid or issuance/currency of Rate contract.
- 5 We hereby confirm that we have deposited all the GST tax as on dated with the concerned authority/department. No GST is due on the firm as on dated
- 6 We hereby undertake that we have sufficient production capacity and resources to meet timeline of supply orders, if placed on us.
- 7 We hereby undertake that all the terms & conditions of the NIT are unconditionally accepted by us.

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

Note: Annexure D shall have to be given group wise in case of classical medicines where as item wise in case of Patent/ proprietary medicines.

PERFORMANCE STATEMENT

(ATTACH SEPARATE SHEET FOR EACH PRODUCT QUOTED)

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

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

S No	Batch Number	Date	Batch size (in term of units)	Quantity	Date/ month of sales	Quantity returned/ rejection	Complaints/ Declared as NSQ after sales etc, if any	Remarks
Year 2021-22								
Year 2022-23								
Year 2023-24								

☐ Date of sale of first batch shall be minimum 2 year prior to the date of notification of the tender

Certified true statement of production

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

Note: Performance Certificate shall have to be given group wise in case of classical medicines where as item wise in case of Patent/ proprietary medicines.

(On firm's letter head)
ANNUAL TURN OVER STATEMENT

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

S.No.	Financial Years	Turnover in Lakhs (Rs)
1.	2021-22	-
2.	2022-23	-
3.	2023-24	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Date

Signature of the bidder

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

(On firm's letter head)
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/MSME unit from concerned department.
- (vi) Manpower status/details (Multinational companies need to specify the number of manufacturing units globally).
- (vii) List of item for quality control measures including details of Quality control laboratory, if any.
- (viii) **Details of batch size of the quoted items.**
- (ix) Certificate from Govt. Agency/ Chartered engineer for production capacity assessment.
- (x) Any other information.

(Name)
Signature of
Bidder with Seal

(On firm's letter head)

Particulars of the Bidder and Manufacturer/s

S. No.		
1	Name of the Bidder	
2	Name of the Manufacturer/s	
3	Address for correspondence	
4	Contact Person of Bidder	
5	Contact Details (Phone number, e-mail etc.)	
6	Designation of the contract person in the firm	
7	Specimen Signatures of the Contact Person	
8	Person authorised for execution of agreement and his/her specimen signatures	

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal

(On firm's letter head)
Format of Affidavit for EM-II

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

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

Place.....

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

ANNEXURE-K
(Original manufacturer/Direct Importer)
AFFIDAVIT

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

DECLARATION FORM

1. I/We..... **(Original manufacturer / Direct Importer)** having our office at..... **(Address of Original manufacturer/Direct Importer)** and Manufacturing Unit at.....do declare that I/We have read all the Terms & Condition of the bid invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Rate Contract of **“Ayurvedic / Unani Classical & Patent Medicines”** have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of Original manufacturer/Direct Importer.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
3. That neither our Firm nor any product or our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise on the date of bid submission on the ground of submission of fake or forged documents or false information / facts, or for supply of medicines/ for other reasons, anywhere in India.
4. That we shall report JKMSCL, if any punitive action including blacklisting /debarment or /conviction is initiated against us by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State/ UT Govt. or Govt. of India or its enterprise after participating in the bid or issuance /currency of Rate contract.
5. I/ we hereby declare that:
 - a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - b) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State / UT Government or any local authority as specified in the Bidding Document;
 - c) I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
 - d) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/we certify that there has been no reduction in sale price of the stores identical to the stores supplied to the JKMSCL under the contract herein and such stores have not been offered/sold by me/us to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or State/ UT Government, as the case may be upto the date of the bill/date of completion of supplies at a price lower than the price charged to JKMSCL under the contract.
7. That I/We has/have furnished the correct information in the tender and I/We shall be solely responsible and liable for punitive action for wrong/false information if found to have been submitted in the tender apart from forfeiture of EMD & performance security.
8. I/We declare that the Financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We am / are aware that the Financial bid is liable to be rejected if it contains any counter / other condition.
9. ***I / We do hereby declare that I / We shall supply the items as per the designs given in Clause 30 of the Tender Document and as per the instructions given in this regard.***
10. I/We agree that the M.D. JKMSCL, Jammu / Srinagar (J&K) may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of

inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.

11. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of two years from the date of issuance of Rate Contract and I/We shall abide by the same fully.
12. I/We do hereby understand and agree that in event of I/We failing to adhere to the GMP norms at any stage when the contract is in operation, the bid will be rejected/contract will be terminated and where the failure is observed after conclusion of the contract, I/We will be liable for blacklisting according to provisions of this tender.
13. I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the product(s) quoted; that we possess all the necessary facilities for the production, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life and we shall maintain all the documents including raw data records. I/We understand and agree that in event of I/We failing to provide such facilities, adopt proper procedure or maintain proper documents, I/we will be liable for all penal actions such as rejection of bid, termination of contract and blacklisting
14. I am/ We are aware of Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/ or Security Deposit and blacklisting me/us for a period of 3 years in case, any information furnished by us proved to be false at the time of inspection or otherwise at any stage of tender/contract and not complying the conditions as per GMP Guidelines.
15. I/we declare that I/we use approved, safe & tested raw materials including excipients(as per Rule 169 of the Drugs & Cosmetics Rules,1945) from NABL accredited Laboratory.
16. We are fully aware of the fact that Financial Bids shall be considered for opening after being recommended by the Technical Experts, from the concerned Department, out of the bidders recommended by the subcommittee after evaluation of Technical Bids and acceptance of Technical Evaluation/Advisory Committee.
17. In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/ any other committee constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and / or Policy for Blacklisting of JKMSCL.
18. I/we declare that the test report is obtained for each batch of the finished product w.r.t. composition of active ingredients, from NABL accredited laboratory and shall be supplied with supplies.
19. I/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
20. I/we declare that I/we have not been found guilty of supplying any spurious medicines in the last three (03) years

(Deponent)
Signature

Date:
Office Seal:

Name of the Firm:

Verification

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

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

ANNEXURE-L

(Authorized Agent)

AFFIDAVIT

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

DECLARATION FORM

1. I/We..... **(Authorized Agent)** having our office at..... **(Address of Authorized Representative)** do declare that I/We have read all the Terms & Condition of the bid invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Rate Contract of **"Ayurvedic / Unani Classical & Patent Medicines"**, have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of **Authorized Agent of M/s** _____.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
3. That neither our Firm nor any product or our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State/ UT Govt. or Govt. of India or its enterprise on the date of bid submission on the ground of submission of fake or forged documents or false information / facts, or for supply of medicines/ for other reasons, anywhere in India.
4. That we shall report JKMSCL, if any punitive action including blacklisting /debarment or /conviction is initiated against us by Bid Inviting Authority or Govt. of Jammu and Kashmir or any State / UT Govt. or Govt. of India or its enterprise after participating in the bid or issuance / during currency of Rate contract.
is or any punitive action initiated by any
5. I/ we hereby declare that:
 - e) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - f) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State / UT Government or any local authority as specified in the Bidding Document;
 - g) I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
 - h) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/we certify that there has been no reduction in sale price of the stores identical to the stores supplied to the JKMSCL under the contract herein and such stores have not been offered/sold by me/us to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or State / UT Government, as the case may be upto the date of the bill/date of completion of supplies at a price lower than the price charged to JKMSCL under the contract.
7. That I/We has/have furnished the correct information in the tender and I/We shall be solely responsible and liable for punitive action for wrong/false information if found to have been submitted in the tender.
8. I/We declare that the Financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We am / are aware that the Financial bid is liable to be rejected if it contains any counter / other condition.
9. I / We do hereby declare that I / We shall supply the items as per the designs given in **Clause 30** of the Tender Document and as per the instructions given in this regard.
10. I/We agree that the M.D. JKMSCL, Jammu / Srinagar (J&K) may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.
11. I/We are fully aware of the fact that Financial Bids shall be considered for opening after being recommended by the Technical Experts, from the concerned Department, out of the

bidders recommended by the subcommittee after evaluation of Technical Bids and acceptance of Technical Evaluation/Advisory Committee.

12. In case of any default by the bidder, at any stage of tender or subsequent approval by JKMSCL, for a particular items/s, the Disciplinary Committee/ any other committee constituted for the purpose shall be at liberty to take appropriate action as per provisions of Standard Procurement Procedures (SPP) and / or Policy for Blacklisting of JKMSCL.
13. I/we declare that the test report is obtained for each batch of the finished product w.r.t. composition of active ingredients, from NABL accredited laboratory and shall be supplied with supplies.
14. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of two years from the date of issuance of Rat Contract and I/We shall abide by the same fully.
15. I/We declare that we possess all the legal license(s)/permits for supply of the product(s) quoted; that we possess all the necessary facilities for the supply, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life . I/We understand and agree that in event of I/We failing to provide such facilities, adopt proper procedure or maintain proper documents, I/we will be liable for all penal actions such as rejection of bid, termination of contract and blacklisting
16. I/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
17. I am/ We are aware of Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/ or Security Deposit and blacklisting me/us for a period of 3 years in case, any information furnished by us proved to be false at the time of inspection or otherwise.

(Deponent)

Signature

Date:

Office Seal:

Name of the Firm:

Verification

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

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

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

ANNEXURE – M
(On the letterhead of manufacturer and notarized)
Authorization of Bidder by the Firm

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

Dear Sir,

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

Name of items.....

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

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

I/we further confirm that no individual other than Mr.....(Name & Designation of Bidder), is 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 jointly and severally responsible for the satisfactory execution of contract placed on the authorized Firm & blacklisting along with penalty, if any, for non-execution of contract by the authorized dealer/supplier shall be borne by us.

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

I/we further confirm that without the prior consent of JKMSCL, Authorized representative I.e M/S----- shall not be changed.

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

Yours faithfully,

(Name & signature of chairman).....
For M/s

AUTHORISED SIGNATORY OF FIRM

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

Mr.....

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

ANNEXURE – M-1

(On the letterhead of manufacturer and notarized)

Authorization of Manufacturer to agent for execution of supplies

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

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

Name of items.....

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

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

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

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

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

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

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

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

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

Yours faithfully,

(Name & signature of chairman).....
For M/s

AUTHORISED SIGNATORY OF FIRM

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

Mr.....

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

ANNEXURE-N

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

AGREEMENT

(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this day of 2025 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (Drugs) having its registered office at Plot No:58, Friends Colony, Satyam Road, Trikuta Nagar, Jammu / Opposite State Motor Garage, near Haj House Bemina Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract) and M/s (Original Manufacturer / Direct Importer) represented by its Proprietor/Managing Director/Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (here in after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract).

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

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for **"Ayurvedic / Unani Classical & Patent Medicines"** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twelve (24) months period, extendable for another three (03) months with mutual consent) the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.
 - 2.1. The agreement is for the supply, by the Second Party (Suppliers) to the First Party (Purchaser), of the **"Ayurvedic / Unani Classical & Patent Medicines"** on terms and conditions set forth in the agreement.
 - 2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto period of twenty four (24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.
 - 2.3. The bid quantity noted against each item in the scheduled attached here to indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause "2.2" above. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall make supplies of the **"Ayurvedic / Unani Classical & Patent Medicines"** on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the UT of Jammu and Kashmir.
 - 2.4. The Second Party shall have no right/query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.
 - 2.5. The release of payment shall be as per terms and conditions of the tender document and deduction and penalties as per the penalty clause of the tender document.
 - 2.6. Penalty shall be imposed @ 0.25% per day for every day of delay subject to maximum 10%. Rest of the terms and conditions of SSP with regard to penalty clause shall remain unchanged

- 2.7 Penalty shall not be imposed if a claim with regard to any supply i.e (Medicine) is complete in all respects i.e QC verified/Board verified etc is not cleared by JKMSCL with in a period of 60 days.
- 3. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:**
The Second Party shall in no case, use the rate contract of JKMSCL for making supplies and/or comparing of rates to/ with any of other department(s)/ agency(ies)/ NGO etc. In case Second Party supplies any of the item(s) at the rate contract or provides the document for comparison of rates or otherwise, to any other department(s)/ agency(ies)/ NGO(s) etc, the defaulted Second Party shall have to pay 7.5% of the total invoice value of the product(s) supplied to other department(s)/ agency(ies) etc. at the rate contract of JKMSCL as penalty to the first party (JKMSCL-purchaser) and further the Second Party shall be liable to be considered for Debarring/ Blacklisting for a period not less than five years.
- 4. TERMINATION OF CONTRACT ON BREACH OF CONDITION.**
- 4.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second party) as performance security and cancel the contract.
- 4.2. In case the Second Party neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.
- 4.3. If any time during the course of contract it is found that the information furnished by the Second Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put on end to the contract/ agreement wholly or in part and thereupon the provision of clause "4.1" above shall apply or any other action are deemed fit by the First Party may also apply.
- 4.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party. The Second Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.
5. All certificates or notices or orders for time or for extra, varied or altered suppliers which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing and unless in writing shall not be valid, bidding or be of any effect what so ever.
6. The Second Party (Supplier) shall not be in any way interested in or concerned directly or indirectly with any of the officer, subordinate or servants of the First Party. In any trade, business or transaction nor shall the Second Party give or pay or promise to give or pay any such officer, subordinate, servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Second Party permit any person or persons whomsoever to interfere in the management or performance hereof under the Power of Attorney or otherwise without the consent in writing of the First Party obtained in first hand.
7. In case the Second Party (Suppliers) at any time during the continuance of the contract becomes bankrupt of or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being in force or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article , clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8. SERVING OF NOTICE TO SUPPLIER

- 8.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.
9. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.
11. All terms and conditions of the NIT shall be the part of this agreement.

Original Manufacturer/ Direct Importer
(Supplier) (Second Party)

Signature, Name & full Address with
stamp

Witness (Signature, Name & Address)

1.

2.

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

General Manager (Drugs)/ JKMSCL (Signature, Name
& full Address with stamp)

Witness (Signature, Name & Address)

1.

2.

Instructions for parties:

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

Instructions for parties:

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

Annexure O
[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]
AGREEMENT
(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)

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

Whereas the (Original Manufacturer/Direct Importer/ Authorized Agent/ Suppliers/ Dealers) (**Second Party/Third Party** (Authorized Representatives) have agreed to supply to First Party (Purchaser), the "**Ayurvedic / Unani Classical & Patent Medicines**" with specifications mentioned in the schedule, **as approved in their favour against e-NIT No. _____ dated _____** attached here to at the prices noted therein and in the manner and under the terms and conditions herein after mentioned and

Whereas the **second party/third party** have agreed to deposit performance security to first party, equivalent to 5% of the contract value (Purchase Orders) (rounded to the nearest round number) as per terms & conditions of the NIT, in the form bank of guarantee for the due and faithful performance of this agreement, to be forfeited in the event of failure of Second Party to perform it.

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

1. The term "Agreement", wherever used in this connection shall mean and include the terms and conditions contained in the invitation to bid floated for

the rate contract cum supply for **“Ayurvedic / Unani Classical & Patent Medicines”** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for twenty four (24) months period, extendable for another three (03) months with mutual consent) particulars herein uploaded through corrigendum/addendums if any.

- 2.1. The agreement is for the supply, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the **“Ayurvedic / Unani Classical & Patent Medicines”** on terms and conditions set forth in the agreement.
- 2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto period of twenty four (24) months from the date of issuance of Rate Contract which can be further extended for another three (03) months with mutual consent of First Party and Second /Third Party.
- 2.3. The bid quantity noted against each item, if any, in the NIT indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause “2.2” above. This quantity may increase or decrease at the discretion of the First Party. The Second /Third Party (Supplier) shall make supplies of the **“Ayurvedic / Unani Classical & Patent Medicines”** on the basis of Purchase order placed in their favour from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the Union Territory of Jammu and Kashmir.
- 2.3. The bid quantity noted against each item, if any, in the NIT indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause “2.2” above. This quantity may increase or decrease at the discretion of the First Party. The Second Party /Third Party (Supplier) shall make supplies of the **“Ayurvedic / Unani Classical & Patent Medicines”** on the basis of Purchase order placed in their favour from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the Union Territory of Jammu and Kashmir.
- 2.4. The Second /Third Party shall have no right/query regarding placing of orders against the tentative requirement mentioned in the NIT which may increase or decrease or First Party may not issue any order for certain item/ items mentioned in the NIT.
- 2.5. The release of payment and deductions/penalties shall be as per terms and conditions of the NIT/supply orders/SPP and amendments made thereof from time to time.

- 2.6 Penalty shall be imposed @ 0.25% per day for every day of delay subject to maximum 20%. Rest of the terms and conditions of SPP with regard to penalty clause shall remain unchanged.
- 2.8 Penalty shall not be imposed if a claim with regard to any supply is complete in all respects i.e QC verified/Board verified etc is not cleared by JKMSCL within a period of 60 days.

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/Distributors/Dealers to _____, to negotiate with First Party (if required by 1st Party), to raise invoice and receive payment on behalf of Second Party; and as such, supplies shall be endorsed by the Second Party M/s (Original Manufacturer/ Direct Importers) and original copy of delivery challan of Second Party towards the Third Party for such supplies shall be endorsed along with invoice submitted by Third Party to First Party.
- 3.2. The Corporation under such arrangements shall have a right to secure confirmation to authority of suppliers from Second Party before releasing the payments.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second /Third Party shall in no case, use the rate contract of JKMSCL for making supplies to other department(s)/agency (ies)/ NGO etc. In case Second /Third Party supplies any of the item(s) at the rate contract or otherwise, to any other department(s)/ agency(ies)/ NGO(s) etc, the defaulted Second Party shall have to pay 7.5% of the total invoice value of the product(s) supplied to other department(s)/ agency(ies) etc. at the rate contract of JKMSCL as penalty to the first party (JKMSCL-purchaser) and in case of failure /reluctance to deposit 7.5% value mentioned above, First Party shall be at liberty to Debar/ Blacklist the 2nd Party for a period upto five years.

5. TERMINATION OF CONTRACT ON BREACH OF CONDITION

- 5.1. In case the supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the First Party to forfeit the amount deposited by the supplier (second /third party) as performance security, bid security and any other dues of 2nd party lying with 1st Party besides cancellation of the contract.
- 5.2. In case the Second Party/Third Party fails, neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of

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

- 5.3. If any time during the course of contract it is found that the information furnished by the Second /Third Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the purchaser may put an end to the contract/ agreement wholly or in part and thereupon the provision of clauses of this agreement shall apply or any other action as deemed fit by the First Party may also apply.
- 5.4. The First party (Purchaser-JKMSCL) reserves the right to terminate, without assigning any reasons the contract/ agreement either wholly or in part, without any notice to the Second Party/Third Party. The Second Party/ Third Party shall not be entitled for any compensation what so ever in respect of such termination of the contract/ agreement by the First Party.
6. All the requests, grievances etc. whether so described, in the NIT, LOI, Rate Contract Agreement or not, unless in writing shall not be entertained..
7. The supplier shall not be in any way interested in or concerned directly or indirectly with, any of the officers, subordinates or servants of the Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Custom" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority. Any such effort by the supplier to influence the Tender Inviting Authority or its officers may result in rejection of the bidder's bid.
8. In case the Second Party/Third Party (Suppliers) at any time during the continuance of the contract becomes bankrupt or in solvent or commits any act of bankrupt or insolvency under the provisions of any law in that behalf for the time being in force or should compound with his creditors, it shall be lawful for the First Party to put an end to the agreement and there upon on every article, clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

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

9. SERVING OF NOTICE TO SUPPLIER

- 9.1. All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Second Party/ Third Party (Suppliers) if delivered to him or left at his/ her premises, place of business or abode.
10. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
11. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.
12. All terms and conditions of the NIT, LOI, Rate Contract and SPP shall be the part of this agreement.

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

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

Witness (Signature, Name & Address
1.
2.

Witness (Signature, Name & Address
1.
2.

Jammu & Kashmir Medical Supplies Corporation Ltd (First Party)
Represented by
General Manager (Drugs)JKMSCL
(Signature, Name & full Address with stamp)

Witness (Signature, Name & Address
1.
2.

ANNEXURE-P

(On Firm's letter head)

Memorandum of Appeal

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

Before the..... (appellate authority)

1. Particulars of appellant:

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

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

- (i)
- (ii)
- (iii)

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

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

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

6. Ground of appeal:

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

7.

Prayer:.....
.....
.....
.....
.....

Place

Dated

Appellant's signature



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of the Government of Jammu and Kashmir)

Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu

Corporate Office: Opposite J&K Motor Garage Deptt near Hajj House Bemina Srinagar

Telephone: 0191-2478842; 191-3510489 (Jammu), 0194-2490662 (Srinagar)

email: mdjkmscl2@gmail.com; ismjkmscl2018@gmail.com **website:** www.jkmsclbusiness.com

ANNEXURE-Q

PROFORMA FINANCIAL BID FOR QUOTED ITEM

Sl N o.	Item Descri ption	Item Code / Mak e	Uni t	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST			Any other taxes (if applicable)	Total Amount Without GST	Total amount t with GST	TOTAL AMOUNT In Words
					IGS T	SGS T	CGST				
1	2	3	4	5	6	7	8	9	10	11	12
1.											
2.				Do not quote rates here.							
3.											
4.											

Signature

Date

Name in Capitals
Company / Firm Seal

Note: -

1. The final rate quote should be inclusive of all taxes.
2. Rate should be quoted for only single unit
3. No quantity or cash discounts should be offered.
4. Read all the terms & conditions before filling the Annexure-J.
5. Please quote rates in absolute amount only.
6. **Please don't write Rs. 00.00 against the items for which you don't wish to quote; instead, do write "Not Quoted" against the said item; as the system takes Rs. 00.00 as L1.**

Annexure R

Letter of acceptance of Terms and conditions of e-NIT
(On the letterhead of manufacturer/Direct Importer)

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

Dear Sir,

Sub: Regarding acceptance of Terms & conditions of NIT

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

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

Yours faithfully,

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

Annexure R-1

Letter of acceptance of Terms and conditions of e-NIT
(On the letterhead of Bidder /Agent)

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

Dear Sir,

Sub: Regarding acceptance of Terms & conditions of NIT

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

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

Yours faithfully,

(*Name & signature of chairman*).....

For M/s

AUTHORISED SIGNATORY OF FIRM

Detail of Annexures

Annexure C	(List of Items quoted by the Bidder)To be submitted on the Letter Head of the Bidder
ANNEXURE –D	<u>Declarations and Undertaking</u> (On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public.
ANNEXURE –D1	Performance Statement (On firm's letter head)
ANNEXURE-E	Annual Turn Over Statement (On firm's letter head)
ANNEXURE-F	STATEMENT of PAST SUPPLIES (On firm's letter head)
ANNEXURE –G	Statement of Plant & Machinery (On firm's letter head)
ANNEXURE –H	Particulars of the Bidder and Manufacturer/s(On firm's letter head)
ANNEXURE –I	Format of Affidavit for EM-II (On firm's letter head)
ANNEXURE-J	Regarding submission of Consolidated Contract Completion Report (On firm's letter head)
ANNEXURE-K	Declaration Form (Original manufacturer/Direct Importer) Affidavit
ANNEXURE-L-1	Declaration Form (Authorized Agent) on Non Judicial stamp of Rs.100/-
ANNEXURE–M	<i>On the letterhead of manufacturer and notarized</i> Authorization of Bidder by the Firm
ANNEXURE–M-1	<i>(On the letterhead of manufacturer and notarized)</i> Authorization of Manufacturer to agent for execution of supplies
ANNEXURE-N	[on Rs. 100/- Non-Judicial Stamp Paper- “Affidavit”] AGREEMENT (For Manufacturers/ Direct Importers only)
Annexure O	[on Rs. 100/- Non-Judicial Stamp Paper- “Affidavit”] AGREEMENT (Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)
ANNEXURE-P	Memorandum of Appeal <i>(On Firm's letter head)</i>
ANNEXURE-Q	Financial Bid for quoted items
ANNEXURE-R	Letter of acceptance of Terms and conditions of Manufacturer
ANNEXURE-R1	Letter of acceptance of Terms and conditions of Bidder/Agent.