



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

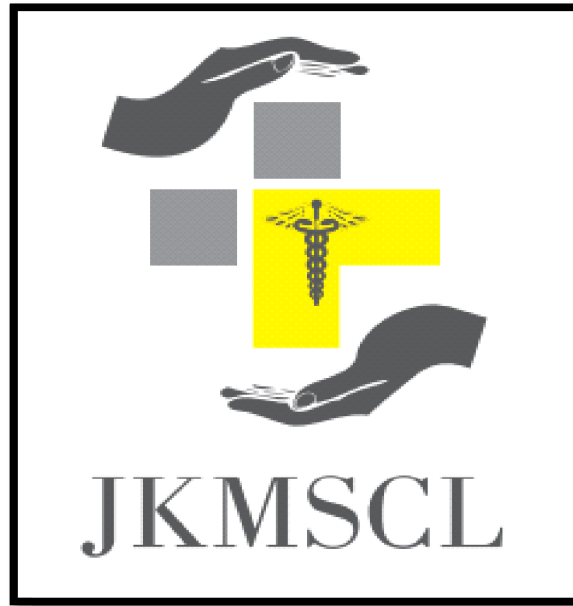
(Public Sector Undertaking of the Government of Jammu and Kashmir)

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



673

**E-BID FOR THE EMPANELMENT OF ANALYTICAL TESTING
LABORATORIES FOR THE TEST AND ANALYSIS OF AYURVEDIC AND
UNANI MEDICINES FOR THE YEAR 2025-27**

(REFERENCE NO. NIT: JKMSCL/ Empl.Labs/AYUSH /2025/673

DATED: 06-10-2025

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/ Empl.Labs/AYUSH /2025/673

DATED: 06-10-2025

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 **“Empanelment of Analytical Testing Laboratories (AYUSH) -2025-27”** from Analytical Testing Laboratories. 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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- **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 outrightly 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/- (+18% GST) is to be paid by the MSE Unit(s) also.**

- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.

- **The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**

- **Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.**

Note: 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, gmjkmscl@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 Analytical Testing Laboratories having own original valid drug testing license."
2. The Average Annual turnover of the Analytical Testing Laboratories for last three financial years for the testing of Medicines of **"Empanelment of Analytical Testing Laboratories (AYUSH) -2025-27"** shall be as under:-

S.No.	Group	Average Annual turnover
1.	Analytical testing laboratories for the test and analysis of Ayurvedic and Unani medicines for the year 2025-27	50 Lakhs

3. Do not quote the products tested 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 (K), 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. Analytical Testing Laboratories should authorize only those persons for bidding directly for them who are employed in their company on salary basis to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Analytical Testing Laboratories.
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(viz reference standards etc) whether imported or controlled as well as restricted and as such the Bidder must offer their rate to test the specific items from own quota of reference standards etc by visualizing the prospect of availability of these as needed. Any of the above points if taken, as argument for delay in timely submission of quality test reports shall not be entertained.
15. In case of wrong quoting, (or) if successful bidder refuses (or) fails to submit of quality test reports 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 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
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(Bid form is non-transferable)

BID FORM for e-BID for the Empanelment of Analytical Testing Laboratories for the test and analysis of Ayurvedic and Unani Medicines for the year 2025-27

BID REFERENCE No. :JKMSCL// Empl.Labs/AYUSH /2025/673

DATED: 06-10-2025

Date of publication of e-bid	: 06-10-2025 at 1600 hrs
Start date and time for download of bid document	: 06-10-2025 from 1630 hrs
Last date and time for download of bid document	: 05-11-2025 at 1600 hrs
Clarification start date	: 07-10-2025 at 1100 hrs
Clarification end date	: 11-10-2025 upto 1030 hrs
Pre- bid conference	: 11-10-2025 at 1100 A.M
	(at Corporate Office, Jammu and Srinagar)
Start date and time for submission of online bids	: 14-10-2025 at 1000 hrs
Last date and time for submission of online bids	: 05-11-2025 upto 1600 hrs
Date and time for online opening of technical bids	: 07-11-2025 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/- +18% GST is to be paid by the MSE Unit(s) also.
 2. **ADDRESS FOR COMMUNICATION:**

**Managing Director or General Manager,
J&K Medical Supplies Corporation Ltd,**

Temp. Address- Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu/
Bemina Near Haj House- Srinagar (Kashmir)

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

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 of “Empanelment of Analytical Testing Laboratories (AYUSH) -2025-27” 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 Analytical testing Laboratory (AYUSH)). I/We enclose valid Drug Testing license/ acknowledgement/ Memorandum/IEM/ Registration of MSME Unit.

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+1180(GST)= 11180/- b) For MSE Units Cost of Tender document- Exempted Tender processing charges= Rs.9,000+1620(GST) =10620/-	
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 50 lakhs of the Analytical Lab/Bidder for Last 3 financial Years from Chartered Accountant with UDIN (2022-23, 2023-24& 2024-25).	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant with UDIN (2022-23, 2023-24 & 2024-25).	
6.	Valid Latest Non-Conviction Certificate issued by the Licensing authority of the respective state / UT.	
7.	List of Clients for the last 03 years.	
8.	Valid approval from Licensing authority AYUSH of the respective state for quality testing, on form 48 along with subsequent renewal (if any) on form 49.	
9.	Certificate of NABL Accreditation with proper scope of testing	
10.	Certificate regarding adherence to uploaded Specifications (GLP Compliant, L1 Certificate)	
11.	Letter of Acceptance to complete Analysis & reporting conditions	
12.	Details of testing facility for excipients viz. additives preservatives, anti oxidants, colouring agents, flavoring	

	agents, alternate sweeteners(as per rule 169 of the Drugs & Cosmetics rules,1945 available in the laboratory	
13.	Copy of GST Registration Certificate of bidder	
14.	Latest GST Return of the bidder	
15.	Copy of the PAN Card of the bidder	
16.	Details of Technical personnel employed in the testing unit approved by the Licensing Authority.	
17.	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority JKMSCL.	
18.	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.....
19.	Declaration Cum Checklist (Annexure A)	
20.	Terms & Condition of Bid and Rate contract (Annexure B)	
21.	List of Items quoted <i>highlighting the items quoted for testing</i> by the Bidder (Annexure C)	
22.	Proforma for Annual Turnover statement of the Firm from Chartered Accountant with UDIN. (Annexure D) (2022-23, 2023-24 & 2024-25.	
23.	Proforma for performance Certificate (Annexure-E)	
24.	Declaration on Non Judicial Stamp Paper of Rs 100. (Annexure-F)	
25.	Details of the Drug Testing Laboratory (Annexure-G)	
26.	Laboratory Details (Personal in QC Department) (Annexure-H1)	
27.	Laboratory Details (Important Instruments/Equipments in Lab)(Annexure-H2)	
28.	Laboratory Details (Facilities in Microbiological Section) (Annexure-H3)	
29.	Laboratory Details (List of Reference Sample with date of the procurement) (Annexure-H4)	
30.	Declaration on Non Judicial Stamp Paper of Rs 100 of Bidder/Analytical Testing Labs.(AYUSH) (Annexure-I)	
31.	Proforma for Agreement (Annexure J)	
32.	Letter of acceptance of Terms and conditions of e-NIT (Annexure K)	
33.	Memorandum of Appeal. (Annexure L)	

Date

Name and Signature of Bidder with seal

Note:

1. The Annexure L, is 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. It shall be the sole responsibility of the bidder to offer testing rate only if they matches with the tendered specifications and are as per permission accorded by the licensing authority/NABL 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 **“Empanelment of Analytical Testing Laboratories (AYUSH) -2025-27 ”**for a period of 24 months.
2. **Eligibility Criteria:-**The bidder i.e. **Analytical Testing Laboratories 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.**
3. Drug Testing Laboratories should have valid approval from Drug & Food Administration Department of the respective State for quality testing of AYUSH medicines, it bids for (as per the provision of the Drugs and Cosmetics Act, 1940 and Rules there under).
4. The laboratory should be GLP compliant under the provisions of Drugs and Cosmetics Act, 1940 and Rules there under.
5. It should hold schedule L-1 certificate i.e should have NABL accreditation with proper scope of accreditation to undertake testing of AYUSH medicines it bids for.
6. The laboratory should have at least three years standing in the test & analysis of the items it bids for.
7. The laboratory should have an average annual turnover of not less than Rs 50.00 lakhs towards testing AYUSH medicines testing services during preceding three financial years
8. The lab should have undertaken test and analysis of AYUSH medicines of at least three government institutions /corporation/reputed manufacturers during the preceding three financial years.
9. The lab should not have been banned / debarred or blacklisted by any State or Central Government Organization or its central procurement agencies only on the due date of bid submission.
10. The laboratory / firm should not have been convicted when under the provisions of applicable laws with regard to the activities and conduct of the laboratory.
11. The laboratory should have all necessary instruments/equipments/machines for testing of AYUSH medicines as per standards laid down in Drugs & Cosmetics Act and other standards as applicable/ desired with minimum three working HPLSCs.
12. **Bids shall have to be submitted / uploaded on J&K UT tender portal, www.jktenders.gov.in only.**
13. 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) 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)
- (D) 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.
- (E) **GST** should **be** mentioned clearly & separately.
14. The Bidder must upload the following under technical bid:-
- (a) Bidders may quote for anyone item or more as mentioned under the list of AYUSH medicines placed as Annexure-C).
 - (b) The bidder laboratory has to mention the types of test for each item to be carried out by it, as per the annexure.
 - (c) The bidders shall upload scanned copy of all the financial instruments
 - (d) Attested Photocopy of Compliance of Schedule L-1 of Drugs & Cosmetics Rules, 1945 (GLP certificate) duly renewed up to date, issued by the State Licensing Authority.(Copy of NABL accreditation with details of scope for testing of AYUSH medicines.)
 - (e) Details of analysis of AYUSH medicines carried for the last three years as per proforma given as Annexure E.
 - (f) List of important clients for whom tests have been conducted during the past 3 years.
 - (g) Attested copy of certificate of registration for Goods & service tax.
 - (h) Non- Conviction Certificate by the State Licensing Authority/ competent authority.
 - (i) Annual turnover statement for previous 3 financial years i.e. duly certified by Chartered Accountant
 - (j) Copies of the Audited Balance Sheet and Profit and Loss Account for previous three financial years duly certified by Chartered Accountant
 - (k) Following information to be given in Annexure H1 to H4.
 - i) The list of qualified personnel employed in the laboratory with proof of their qualifications and relevant approvals.
 - ii) The list of instruments available in the laboratory specifying the brand, year of manufacture and the list of tests it is utilized for.
 - iii) Micro Biological facilities available in the laboratory.
 - iv) List of Reference Samples along with their date of procurement and quantities, wherever required.
 - v) A declaration in the performa given in Annexure F duly signed and notarized.
 - vi) Details of Laboratory in Annexure –G.
 - vii) A copy of PAN issued by Income Tax Department.
 - viii) Documentary evidence for the constitution of the company /concern
15. 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.**
16. The Bidder should upload along with the bids the relevant Documents/certificates for the items Bids as per check list at Annexure “A”
17. The template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only. The bidder should quote rate for the complete tests as applicable to the item. The rate for sterility test for sterile products should also be quoted separately at last entry of BOQ.
18. All the cells of BOQ should be carefully filled. In case the bidder does not wish to quote / bid for any test/item, he/she should leave the concerning cell blank. In case of any cell being blank, it would be assumed that the laboratory does not wish to quote / bid for that particular test / service/item. In case the bidder wishes not to charge for any service or test, he/she should

clearly write "0 (ZERO)" in the cell. In case any cell has the value "0 Zero", it shall be assumed that the Laboratory wishes to provide the service / test, but is not charging for it.

19. 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.
20. 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.
21. The valid Technical bids shall be scrutinized by the committee constituted for the purpose and Financial Bids of only those who qualify in the Technical Bid after scrutiny thereof, including inspection of the laboratory as per schedule L-1 (GLP), if required, shall be opened. Date for opening of Financial Bid shall be declared after opening of technical Bid and the venue shall be Corporate Head Office, Jammu

The Bidder 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 K.

22. 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.

23. 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.

24. The details of the AYUSH medicines, to be analyzed.

- (i) The Bidder should quote the rates for complete analysis of each product. Name of test(s) to be performed, methodology to be used and number of samples required for each test should be mentioned. However, wherever rates for individual test have been

demand, they should be furnished accordingly in BOQ. Wherever the rates have been quoted for the test prescribed but their name & methodology for testing are not stated, such lab shall be considered as non-responsive for testing for such item.

- (ii) L1 shall be considered on Basic rate for the complete analysis of each product exclusive of all taxes, levies etc.
- (iii) The rates quoted and accepted will be binding on the Bidder for the stipulated period of 24 months from the date of execution of contract which may be extended for a further period of 03 months with mutual consent of JKMSCL and the firm/ lab and on no account any revision in rates shall be entertained till the completion of the contract period.
- (iv) Analytical Laboratory, which also has its manufacturing activity and is supplier of one or more of its products to this Corporation, if empanelled by JKMSCL, then Samples of items/ products of such manufacturing unit shall in no case be sent to the same empanelled laboratory for testing.
- (v) The laboratory shall not be permitted to outsource any test to other laboratory/ laboratories.
- (vi) JKMSCL shall have the right to cause the laboratory to be inspected by the members of its technical committee before opening of price bid and subsequently as and when considered appropriate and based on the finding, the Bidder may be disqualified or de-empanelled, as the case maybe.

25. 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) 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.
- (iii) (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, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- (iv) 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.
- (v) 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 be liable to be rejected

26. 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.

27. Inspection of Testing premises

- (i) The Corporation may at its discretion conduct inspection of the testing facilities of those laboratories which have not been inspected during the past 3 years and that of the new participants, for the compliance of GLP as per "Schedule L-1 of Drugs and Cosmetics Act".
- (ii) Those firms which were disqualified after laboratory 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

28. SPECIFIC CONDITIONS OF CONTRACT

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

28.1.2 The successful Bidders shall be required to pay a security deposit of Rs. 50,000/- in the form of demand draft only drawn on any of the scheduled banks in favour of Jammu and Kashmir Medical Supplies Corporation Ltd payable at Jammu at least three days prior to the execution of the agreement. Performance security will be refunded three months after expiry of rate contract subject to successful completion of services.

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

28.2 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 test of specific item of Medicines quoted by them and the bidders who agree to match L-1 rate will be considered as matched L-1.

29. COMPLETE ANALYSIS & REPORTING CONDITIONS:-

- 1. (a) On empanelment and entrustment of the job, the Analytical Laboratory should furnish the Test reports within:
 - i) 10 days from the receipt of the sample in case of non – sterile products.
 - ii) 21 days from the receipt of the sample requiring test for sterility.
- (b) The Analytical report must be based on Pharmacopoeial standards and WHO/ India Pharmacopoeia permissible limit for Heavy Metals, Aflatoxins & Microbial Contamination. Further, permissible limit of those heavy metals(Mercury, Arsenic & Lead are not applicable to all such classical/generic Ayurveda, Sidha, Unani formulations as defined in section 3(a) of Drugs & Cosmetics act 1940, where particular heavy metals are used as ingredients or in the processing of the formulations. It is clarified that permissible limit of those heavy metals will be applicable to the formulations for which the particular heavy metals are not used as ingredients or in the processing of the formulations.
- (c) All the tests prescribed under Drug & cosmetics Act 1940 and rules 1945 pertaining to Ayurvedic & Unani Medicines should be carried out for each and every sample. The results obtained in the test should be mentioned in numerical value (wherever possible). However this condition will not apply when only specific testing is called for/ desired on any particular sample.
- (d) "COMPLIES" or "PASSES" in the result column of the report shall be treated as incomplete report, if the result has some numerical value.
- (e) Every test report must have remarks either as "Standard Quality" or "Not of Standard Quality". Any ambiguity/cutting in reports shall not be accepted (clear mention of "standard quality or not of standard quality" should be stated in bold letters)

and crossing/cutting shall not be accepted). NSQ report should be submitted in red coloured paper rather than writing redcolure.

- e) Reports should be clearly legible in printed form on A4 size (8.27" X 11.69") paper of good quality.
 - f) Test Report should be issued on form 50 of the Drugs and Cosmetics Rules, 1945 and should have S. no. , Name of drug sample, Code no., Batch no., Mfg. date, Exp. date, Description of tests, Protocol of test specified & applied, Findings & Results obtained and should be signed by person-in-charge of testing. The final results and reason for failure, in case of Not of Standard Quality Reports, should be highlighted in pink / red, rather the whole report should be printed on red paper.
 - g) Reports should be attached along with Spectra / Chromatography data sheets, if applicable along with the report without fail.
- 2. All test reports of each batch of sample should be submitted to the JKMSCL in triplicate. However, all results should be communicated immediately to the I/c Quality Control (Q.C.) through phone / E-mail and the report in original should be sent along with protocol within seven days of such intimation/communication.
 - 3. If in any circumstances (like break down of instrument, non-availability of reference standard etc.) the Analytical Laboratory is unable to undertake analysis for a sample, firm shall have to communicate to JKMSCL within 24 hours of receipt of sample through phone and e-mail and firm shall have to return the sample to the I/c Quality Control Cell, Jammu and Kashmir Medical Supplies Corporation after taking necessary telephonic or electronic consent. In case of inability of laboratory to undertake the test, a penalty of 25% of testing charges applicable plus handling/ courier charges borne by JKMSCL if any shall be recovered.
 - 4. If placebo or standard test procedure for any product is required, the same should be demanded within 48 hours from date of receipt of sample. Period lapsed/ taken in providing placebo or standard testing procedure will be condoned from prescribed time limit for that sample.
 - 5. If any sample is received in a damaged condition by the laboratory, the sample should not be analyzed and the information should be sent immediately to the I/c Quality Control, cell by phone or E-mail.
 - 6. The Managing Director, Jammu and Kashmir Medical Supplies Corporation Ltd or his / her authorized representative(s) has / have the right to inspect the laboratories of the bidders who have submitted BIDs, before taking any decision regarding empanelment. Similarly, the Managing Director, Jammu and Kashmir Medical Supplies Corporation Ltd or his/ her authorized representatives may also inspect any empanelled laboratory, at any point of time during the agreement / contract period and terminate / cancel its empanelment or any orders issued to the laboratory, and not entrust any further testing job to the laboratory based on facts brought out during such inspections.
 - 7. It shall be the sole discretion of JKMSCL to allot the samples to any of the empanelled laboratories in case when there is more than one laboratory is approved for a specific item.
 - 8. If, at any time during the currency of the contract, the laboratory has, in the opinion of the JKMSCL, been delayed in submitting any test report, by the reasons of any riots, mutinies, wars, fire, storm, earthquakes, tempest or other exceptional cause (force majeure), the time for submission of test report may be extended by the JKMSCL purely at its discretion for such period as may be considered reasonable subject to receipt of specific written request by the laboratory with in 48 hrs of occurrence of such an event. No further representation from the laboratory will be entertained on this account.
- 30. SECURITY DEPOSIT & AGREEMENT:**
- (i) All firms whose offers are accepted will have to deposit a **security deposit equivalent to 50000/-** in favor of Jammu and Kashmir Medical Supplies Corporation Ltd., Jammu / Srinagar at the time of agreement. The Security Deposit shall be deposited in the form of Demand Draft / Bank Guarantee.

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

31. TERMS OF PAYMENT:-

1. No advance payment towards costs of testing etc., will be made to the empanelled Bidder.
2. No payment shall be made for the incomplete analysis or incomplete report.
3. Payments towards the analysis of AYUSH medicines will be made as per approved rate inclusive of all taxes, levies etc.
4. If at any time during the period of contract, the price of testing 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.
5. 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 testing of Medicines 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 items tested to ordering authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of testing of drug, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of that Drug will be deducted without any change in the basic price of the price structure of the medicines approved under the Bid.

32. Penalties:

1. If the successful Bidder fails to pay the Security deposit and / or to execute the agreement within the time specified or withdraws the BID after intimation of the acceptance of the BID by JKMSCL, the empanelment will be cancelled and the Earnest Money Deposit deposited by the Bidder shall stand forfeited in favour of the Jammu and Kashmir Medical Supplies Corporation Ltd. Such Bidder(s) will also be liable for all damages sustained by the Jammu and Kashmir Medical Supplies Corporation Ltd. to breach of BID conditions. Such damages shall be assessed by the Managing Director, Jammu and Kashmir Medical Supplies Corporation whose decision shall be final.
2. Non performance of the contract or non – adherence to any empanelment condition(s) will disqualify the laboratory from participation from future BIDs for the period of 01 to 05 years as decided by JKMSCL apart from forfeiture of Performance security/ Security Deposit.
3. If it is revealed that the analytical Laboratory is involved in any form of fraud and collusion with the suppliers of Jammu and Kashmir Medical Supplies Corporation the analytical laboratory will be debarred for a period not less than 05 years by JKMSCL. The bidders shall also be liable for action under criminal law and the matter will be notified to the concerned Director / Controller – Drugs & Food Control Organization for suitable action against the Laboratories.
4. Omission of any prescribed test will be viewed seriously and shall invite action against the

laboratory as deemed fit by JKMSCL, which might range from forfeiting of Performance security to debarring of Laboratory for a period of 02 to 05 years.

5. In case the successful bidder/Lab give wrong/fraudulent result, which on later stage gets challenged/gets declared as on "NOT OF STANDARD QUALITY" or otherwise by of appellant Lab, the lab should be liable to be penalized by forfeit of performance suitability or deemed initially for a period of not less than 02 year (or both deemed fit by TIA (J&KMSCL)).

6. In case Analytical Laboratory fails to furnish the report within the prescribed testing period, the liquidated damages shall be recovered on the basis of following percentage:-

- a) Delay in furnishing the report within the prescribed testing 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.
- b) Penalty shall not be imposed if a claim with regard to submission of report is complete in all respects is not cleared by JKMSCL within a period of 60 days.
 - (i) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
 - (ii) The maximum amount of agreed liquidated damage shall be 10%.
 - (iii) Total Penalty period shall be up to 60 days from the last date of supply period, after which it shall be deemed as unexecuted furnishing of test report and shall attract penalty @20%.
 - (iv) The period for submission of report may be extended with or without liquidated damages. If the delay in the test report is on account of hindrances beyond the control of the Bidder/Lab, the extension in delivery period may be granted without Liquidated Damage
 - (v) Wrong quote shall in no case be permitted .In case of such quote(s), action as debarring the supplier shall be initiated

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. 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 Labs.

35. PRICE ESCALATION:

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

36. 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.

37. FALL CLAUSE:

The prices charged for the testing of items under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder tests the items 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.

38. 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.

39. ARBITRATION

39.1 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.

39.2.1 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

39.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 39.2.1, furnish:

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

39.2.3 Within thirty days of issuance of notice by any party pursuant to para 39.2.1 or para 39.2.2 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.

39.3 Dispute Resolution: Besides, as referred above in para 39.2.3 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.

40. 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.

41. 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.

42. (i) Bidder is requested to send with bid, printed descriptive literature of the quoted items.
- (ii) If Bidder have Rate contract of testing 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 tests 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 testing value made to the department(s)/ Institute(s) other than JKMSCL to TIA/GM (Adm), JKMSCL.

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

- 44.(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 test the items 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 in business dealing with it banned.

45. 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 mala fide, 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.
46. (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 be 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.
47. 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.
48. 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.
49. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
50. 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.
51. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
52. **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.
53. **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.
54. 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.
55. 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.
56. **APPLICABILITY OF CLAUSES:-**All the clauses above and their Annexures, Formats & Enclosures are applicable for the tendered items.

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

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

B. Special Terms and conditions:-

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

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

Signature
Name in Capitals
Company /Firm Seal

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

S.No	Name of Item	Item Code	Packing
1	Arogyavardhini Vati	AM001	10 Gms
2	Brahmi Vati	AM002	10gm
3	Chanderprabha Vati	AM003	10 Gms
4	Citrakadi Gutika	AM004	10 Gms
5	Ghandhak Rasayan	AM005	10gm
6	Kankayan Vati	AM006	10gms
7	Kanthsudhar vati	AM007	10 gm
8	Khadiradi Gutika	AM008	10 Gms
9	Kutajaghan Vati	AM009	10 gm
10	Lasunadi Vati	AM010	10 Gms
11	Lavangadi Vati	AM011	10gms
12	Pranda Gutika	AM012	10 Gms
13	Prabhakar Vati	AM013	10gm
14	Bala Taila	AM0139	50ml
15	Punarnavadi Mandoor	AM014	10gms
16	Rajahpravartini Vati	AM015	10gm
17	Sanjeevani Vati	AM016	10gms
18	Sarpangandha Vati	AM017	10 gm
19	Shankha Vati	AM018	10 Gms
20	Shoolvajrani Vati	AM019	10 gm
21	Sudarsana Ghana Vati	AM020	10 Gms
22	Amla Churana	AM021	25 gm
23	Arjun Chall Churana	AM022	25gm
24	Avipattikar Churana	AM023	25gm
25	Bilwadi Churna	AM024	25gms
26	Haritaki Churna	AM025	25gms
27	Hingwashtak Churana	AM026	25gm
28	Kamila Churana	AM027	25gm
29	Lavana Bhaskara Churana	AM028	25gm
30	Panchsakar Churana	AM029	25gm
31	Pusyanuga Churna	AM030	25gms
32	Shiva Kshara Pachana Churana	AM031	25gm
33	Sitopladi Churana	AM032	25gm
34	Talisadi Churana	AM033	25gm
35	Trifla Churna	AM034	25gms
36	Yashtimadhu Churana	AM035	25gm
37	Dashanga Lepa	AM036	25gm
38	Amritarishta	AM037	200ml
39	Arjunarishta	AM038	200ml
40	Abhayarishta	AM039	200ml
41	Arvindasava	AM040	200ml
42	Ashokarishta	AM041	200ml
43	Ashvagandharishta	AM042	200ml
44	Candanasava	AM043	200ml
45	Dashamularishta	AM044	200ml

46	Draksharishta	AM045	200ml
47	Lodhrasava	AM046	200ml
48	Lohasava	AM047	200ml
49	Kanakasava	AM048	200ml
50	Kumaryasava	AM049	200ml
51	Punarnavasava	AM050	200ml
52	Sarasvatharishta	AM051	200ml
53	Vidangaarishta	AM052	200ml
54	Mahamanjishtadi Kwath	AM053	200ml
55	Maharasnadi Kwath	AM054	200ml
56	Varunadi Kwath	AM055	200ml
57	Vasa Avaleh	AM056	50gm
58	Kantakari Avaleh	AM057	50gm
59	Supari Pak	AM058	50gm
60	Amritadi Guggulu	AM059	10gms
61	Gokshuradi Guggulu	AM060	10gms
62	Kaishore Guggulu	AM061	10gms
63	Kancanara Guggulu	AM062	10gms
64	Maha Yograj Guggulu	AM063	10gms
65	Simhanad Guggulu	AM064	10gm
66	Triphala Guggulu	AM065	10gms
67	Trayodasanga Guggulu	AM066	10gms
68	Yograj Guggulu	AM067	10gms
69	Arshkuthar Rasa	AM068	5 Gms
70	Chandramrita Rasa	AM069	5gms
71	Kaf Ketu Rasa	AM070	5gm
72	Kamdugdha Rasa	AM071	5 Gms
73	Kapura Rasa (Ahifen yukt)	AM072	5 gm
74	Mritunjay Rasa	AM073	5 Gms
75	Nardiya Laxmi Vilas Ras	AM074	5 Gms
76	Shira Shooladi Vajar Ras	AM075	5gm
77	Shwasa Kuthara Rasa	AM076	5 Gms
78	Sootshekhar Ras	AM077	5 Gms
79	Tribhuvan Kirti Rasa	AM078	5gm
80	Jahar Mohra Pishti	AM079	10 Gms
81	Muktashukti Pishti	AM080	10gm
82	Kaharuba Pisti	AM081	10 Gms
83	Abhrak Bhasma	AM082	10gms
84	Godanti Bhasama	AM083	10gm
85	Mayur Puch Bhasma	AM084	10gm
86	Sankha Bhasma	AM085	10gms
87	Tankana Bhasama	AM086	10gm
88	Anu Taila	AM087	10ml (with dropper/Nozzle)
89	Dhanwantar Taila	AM088	50ml
90	Erand Tail	AM089	50 Ml
91	Ksirabala Taila	AM090	50 Ml
92	Jatayadi Taila	AM091	50ml
93	Mahanarayan Taila	AM092	50ml
94	Mahamash Taila	AM093	50ml
95	Marichadya Tail	AM094	50 Ml
96	Pinda Taila	AM095	50ml

97	Shadabindu Taila	AM096	50ml
98	Dhatri Loh	AM097	10gm
99	Saptamrit Loh	AM098	10gm
100	Navayas Loh	AM099	10gm
101	Sat Giloy	AM100	10gms
102	Pancanimba/Panchnimba Churna	AM101	25gms
103	Dashmool Kawatha Churana	AM102	100gm
104	Gojihvadi Kvatha Churan	AM103	100gms
105	Guduchyadi Kashaya Churna	AM104	100gms
106	Manjishthadi Kshaya Churana	AM105	100gm
107	Rasnasaptaka Kshaya Churana	AM106	100gm
108	Lakshadi Guggulu	AM107	10gm
109	Navak Guggulu	AM108	10gms
110	Rasanadi Guggulu	AM109	10gm
111	Anandbhairava Rasa	AM110	5gms
112	Ekanveer Rasa	AM111	5gms
113	Navjeevan Rasa	AM112	5gm
114	Nityanand Rasa	AM113	5gm
115	Rasa Manikya	AM114	5gm
116	Smriti Sagar Rasa	AM115	5gm
117	Vatagajankusha Rasa	AM116	5 Gms
118	Bakuchi Taila	AM117	50ml
119	Erimedadi Taila	AM118	50ml
120	Karpooradi Taila	AM120	50ml
121	Sahacharadi Taila	AM121	50ml
122	Ashvagandha Churana	AM123	25gm
123	Bala Churana	AM124	25gm
124	Bhumyamalaki Churana	AM125	25gm
125	Bilva Churana	AM126	25gm
126	Brahmi Churana	AM127	25gms
127	Gokshura Churana	AM128	25gms
128	Guduchi Churna	AM129	25gms
129	Kalamegha Churana	AM130	25gm
130	Katuki Churana	AM131	25gm
131	Nimba Churana	AM132	25gm
132	Shatavari Churana	AM133	25gms
133	Shunthi Churana	AM134	25gm
134	Ajmodadi Churna	AM136	25gms
135	Amalki Rasayan	AM137	50 Gms
136	Bala Taila	AM139	50ml
137	Bilvadi Leha	AM140	50 Gm
138	Dashana Sankara Churna	AM141	25gms
139	Drakshavaleha	AM142	50 gm
140	Khadirarishtha	AM144	200ml
141	Kutajavaleha	AM145	50 Gm
142	Nalpamaradi Taila	AM146	50ml
143	Saubhagya Shunthi Paka	AM148	50gm
144	Trikatu Churna	AM149	25gms
145	Trinpanchamula Kvatha	AM150	100 gm
146	Varunadi Kashaya	AM151	100gm
147	Agastya Haritaki	AM157	100 Gm
148	Trikatu Tab	AM158	40 Tabs

149	Abhayadi Modakam	AM159	20 gm
150	Akika Pishti	AM160	5 gm
151	Apamarga Kshar	AM161	10 gm
152	Apamargkshara Taila	AM162	10 ml
153	Arka Pudina	AM163	50 ml
154	Arka Shatpushpa/ Mishr eyarka	AM164	50 ml
155	Ayush Kvatha Churna	AM165	100 gm
156	Balachaturbhadra Churna	AM166	25 gm
157	Balarishta	AM167	200 ml
158	Balashvagand- hadi Taila	AM168	50 ml
159	Bhringaraja Tail	AM169	50 ml
160	Bilvadi Gutika	AM170	5 gm
161	Brahama Rasayana	AM171	100 gm
162	Brahmi Ghrita	AM172	100 gm
163	Chitraka Haritaki	AM173	100 gm
164	Chyavanprash Avaleha	AM174	100 gm
165	Dadimadi Ghrita	AM175	100 gm
166	Dadimastak Churna	AM176	50 gm
167	Dashamula Kvatha Churna	AM177	100 gm
168	Dhanvantar Gutika	AM178	5 gm
169	Dhanyapanchaka Kashaya Churna	AM179	100 gm
170	Drakshasava	AM180	200 ml
171	Eladi Churna	AM181	25 gm
172	Eladi Gutika	AM182	10 gm
173	Gandharvahasta Taila	AM183	50 ml
174	Guduchi Sattva	AM184	25 gm
175	Guggulutiktaka Ghrita	AM185	100 gm
176	Haridrakhanda Paka	AM186	100 gm
177	Indu kanta Ghrita	AM187	100 gm
178	Indukantam Kashayam Churna	AM188	100 gm
179	Jathyadi Ghrita	AM189	100 gm
180	Jatiphaladya Churna	AM190	25 gm
181	Jirakadyarishta	AM191	200 ml
182	Kalyanak Guda	AM192	100 gm
183	Kalyanaka Ghrita	AM193	100 gm
184	Kapardika Bhasma	AM194	5 gm
185	Kasisadi Taila	AM195	25 ml
186	Kottamachukkadi Taila	AM196	50 ml
187	Ksharsutra	AM197	30 cm thread of 20 No.
188	Kshirashatpala Ghrita	AM198	100 gm
189	Kushmandaka Rasayana	AM199	100 gm
190	Kutajarishta	AM200	200 ml
191	Laghu Sutashekhara Rasa	AM201	5 gm
192	Laghuvisahagar- bha Taila	AM202	50 ml
193	Mandur Bhasma	AM203	5 gm
194	Mukta Pishti	AM204	2 gm
195	Murivenna Tail	AM205	50 ml
196	Mustakarishtha	AM206	200 ml
197	Nalikeranjana	AM207	25 ml
198	Narayana Taila	AM208	50 ml
199	Nirgundi Taila	AM209	25 ml

200	Nisha-Amalaki Churna	AM210	50 gm
201	Panchaguna Taila	AM211	50 ml
202	Panchamrita Parpati	AM212	5 gm
203	Panchatikta Ghrita	AM213	100 gm
204	Pancha-vaikala Kashaya Churna	AM214	100 gm
205	Pathyadi Kvatha (Shadanga) Churna	AM215	100 gm
206	Phala Ghrita	AM216	100 gm
207	Phalatrikadi Kvatha Churna	AM217	100 gm
208	Pippali Churna	AM218	25 gm
209	Pippali mula Churna	AM219	25 gm
210	Pippalyadyasava	AM220	200 ml
211	Prasarini Taila	AM221	50 ml
212	Pravala Pishti	AM222	5 gm
213	Puga Khanda/ Supari Paka	AM223	100 gm
214	Punarnava Churna	AM224	50 gm
215	Punarnava Guggulu	AM225	10 gm
216	Rohitakarishtha	AM226	200 ml
217	Saindhavadi Taila	AM227	50 ml
218	Samshamani Vati / Guduchighana Vati	AM228	5 gm
219	Saptavinshati Guggulu	AM229	10 gm
220	Sarasvata Churna	AM230	25 gm
221	Sarjarasa Malahara	AM231	25 gm
222	Sarpagandha- ghana Vati	AM232	5 gm
223	Shadanga Kvatha Churna	AM233	100 gm
224	Shatavariguda	AM234	100 gm
225	Shatavaryadi Ghrita	AM235	100 gm
226	Shveta Malaham	AM236	25gm
227	Shveta Parpati/ Kshara Parpati	AM237	10 gm
228	Somaraji Taila / Bakuchi Taila	AM238	25 ml
229	Sphatika Bhasma	AM239	5 gm
230	Sukumar Ghrita	AM240	100 gm
231	Tiktaka Ghrita	AM241	100 gm
232	Triphala Ghrita	AM242	100 gm
233	Trivritamul Churna / Trivrita Churna	AM243	25 gm
234	Ushirasava	AM244	200 ml
235	Vasaguduchyadi Kashaya Churna	AM245	100 gm
236	Vasakasava	AM246	200 ml
237	Vatavidhavansan Rasa	AM247	5 gm
238	Vettumaran Gulika	AM248	5 gm
239	Vidanga Churna	AM249	50 gm
240	Vyaghri Haritaki	AM250	100 gm
241	Yavakshar	AM251	10 gm
242	Itrifal-e - Ustukhuddoos	UM102	50gm
243	Itrifal-E-Zamani	UM103	50gm
244	Itrifal Mulaiyin	UM104	50gms
245	Itrifal-E-Deedan	UM105	50gms
246	Itrifal-e- Ghudadi	UM106	50gm
247	Itrifal-e- Muqawwi Dimagh	UM107	50gm
248	Itrifal-e- Kishneezi	UM108	50gm
249	Itrifal-E- Shahtra	UM109	50gm
250	Araq Kasni	UM110	200ml
251	Araq-E- Badiyan	UM111	200ml

252	Arq Zeera	UM112	200ml
253	Araq-E-Mako	UM113	200ml
254	Arq-e- Gaowzaban	UM114	200ml
255	Araq-E-Ajwayin	UM115	200ml
256	Arq-e- Baranjasif	UM116	200ml
257	Arq-E-Muraqab Musafi Khoon	UM117	200ml
258	Arq -e- Ushba	UM118	200ml
259	Jawarish-E- Jalinoos	UM119	50gm
260	Jawarish -e- Anarain	UM120	50gm
261	Jawarish -e- Tamar Hindi	UM121	50gm
262	Jawarish-E-Zanjabeel	UM122	50gms
263	Jawarish Shahi	UM123	50gms
264	Jawarish-E-Mastagi	UM124	50gms
265	Jawarish Kamooni	UM125	50gms
266	Jawarish-E-Bisbasa	UM126	50gms
267	Jawarish-E-Zarooni Sada	UM127	50gms
268	Jawarish-E-Amla Sada	UM128	50gms
269	Jawarish-e-Muqawwi -e-Meda	UM129	50gm
270	Habb-E-Asgand	UM130	30 Pills
271	Habb-E-Musaffi-E-Khoon	UM131	30 Pills
272	Habb-E-Shifa	UM132	30 Pills
273	Habb-e- Azaraqi	UM133	30 PILLS
274	Habb -e- Suranjan	UM134	30 PILLS
275	Habb-E-Papita	UM135	30pills
276	Habb-e- Kabid-e-Naushadri	UM136	30 PILLS
277	Habb-E-Surfa	UM137	30pills
278	Habb-e- Zeeq-u-Nafas	UM138	30 PILLS
279	Habb-e- Nazla	UM139	30 PILLS
280	Habb-E-Muqil	UM140	30 Pills
281	Habb-e- Peechish	UM141	30 PILLS
282	Habb-E- Bukhar	UM142	30pills
283	Habb-E- Rasaut	UM143	30 Pills
284	Habb-e- Hilteet	UM144	30 PILLS
285	Habb-e- Yograj Guggal	UM145	30 PILLS
286	Habb-e- Mumsik	UM146	30 PILLS
287	Habb-e- Jadwar	UM147	30 PILLS
288	Habb-e- Muqa-Ui- Meda	UM148	30 PILLS
289	Habb-e- Dard- E- Shikam	UM149	30 PILLS
290	Habb-e- Bawaseer Damwi	UM150	30 PILLS
291	Habb-e- Bawaseer Baadi	UM151	30 PILLS
292	Habb-e- Suranjan	UM152	30 PILLS
293	Khamira-E-Abresham Sada	UM153	50 Gms
294	Khamira Banafsha	UM154	50gm
295	Khamira Gaozaban	UM155	50gm
296	Khamira Sandal Sada	UM156	50gm
297	Dawa-ul-Misk Motadil	UM157	50 gm
298	Raughan Surkh	UM158	30ml
299	Raughan-E-Babuna Sada	UM159	30ml
300	Raughan -e-Kameela	UM160	30ml
301	Raughan-E-Qaranful	UM161	30ml
302	Raughan Baize Murg	UM162	30ml
303	Raughan -e-Neem	UM163	30ml

304	Raughan -e-Qust	UM164	30ml
305	Raughan -e-Suranjan	UM165	30ml
306	Raughan -e-Chameli	UM166	30ml
307	Raughan-E-Gul	UM167	30ml
308	Raughan-E-Badam	UM168	30ml
309	Raughan -e-Bed-Anjeer	UM169	30ml
310	Raughan -e-Amla	UM170	30ml
311	Safoof-e-Bars	UM171	50 gm
312	Safoof-E-Mohazzil	UM172	50gms
313	Safoof-e-Asalsoos	UM173	50 gm
314	Sharbat Khaksi	UM174	200ml
315	Sharbat -e-Unnab	UM175	200ml
316	Sharbat-e- Sandal	UM176	200ml
317	Sharbat -e-Faulad	UM177	200ml
318	Sharbat Toot Siyah	UM178	200ml
319	Sharbat Belgiri	UM179	200ml
320	Sharbat-e- Ahmad Shahi	UM180	200ml
321	Sharbat-e- Habul Aas	UM181	200ml
322	Sharbat-E-Anjabar	UM182	200ml
323	Sharbat -E- Deenar	UM183	200ml
324	Sharbat-e- Zoofa Murakkab	UM184	200ml
325	Sharbat-e- Ajaz	UM185	200ml
326	Sharbat-e- Bazoori Motadil	UM186	200ml
327	Sharbat-E- Nilofar	UM187	200ml
328	Sharbat-E-Banafsha	UM188	200ml
329	Sharbat Alu Balu	Um189	200ml
330	Sharbat-e- Ward Mukarar	UM190	200ml
331	Sikanjabeen Leemoni	UM191	200ml
332	Sikanjbeen Nanaie	UM192	200ml
333	Zimad Baras	UM193	20gm
334	Zimad Rahat	UM194	20gm
335	Zimad-e-Mohallil	UM195	20gm
336	Tiryaq-e-Nazla	UM196	50gm
337	Qurs-E-Anjabar	UM197	30 Pills
338	Qurs-e- Deedan	UM198	30 PILLS
339	Qurs-e- Musakkin	UM199	30 PILLS
340	Qurs-e- Jeryan	UM200	30 PILLS
341	Qurs-e- Marjan Jawahar Wali	UM201	30 PILLS
342	Qurs -e- Sailan	UM202	30 PILLS
343	Qurs-E-Gulnar	UM203	30 Pills
344	Qurs-E-Ziabetes Sada	UM204	30 Pills
345	Qurs -e- Hazim	UM205	30 PILLS
346	Qurs -e- Mulaiyin	UM206	30 PILLS
347	Qurs -e- Kaknaj	UM207	30 PILLS
348	Qurs -e- Qushta Abrak	UM208	30 PILLS
349	Lauq Katan	UM209	50gms
350	Laoq-E-Badaam	UM210	50gms
351	Laoq Sapastan Kharyar Shambari	UM211	50gm
352	Laoq-e- Motadil	UM212	50gm
353	Laoq-e- Sapistan	UM213	50gm
354	Laoq-E-Zeeq-Unaffas	UM214	50gm
355	Laoq -e- Nazli	UM215	50gm

356	Laboob Kabir	UM216	50gm
357	Majoon-e- Salab	UM217	50gm
358	Majun Arad Khurma	UM218	50gm
359	Majoon-E- Sangdana Murgh	UM219	50gms
360	Majoon -e- Suranjan	UM220	50gm
361	Majun-E-Azaraqi	UM221	50gms
362	Majun-E-Mocharas	UM222	50gms
363	Majoon-E-Chobchini	UM223	50gms
364	Majoon-E-Kundur	UM224	50gms
365	Majoon-e- Jograj Guggal	UM225	50gm
366	Majoon-E-Falasfa	UM226	50gm
367	Majoon -e- Hajrul-Yahood	UM227	50gm
368	Majoon-E- Muqawwi Meda	UM228	50gm
369	Majoon-e- Ushba	UM229	50gm
370	Majoon-E-Dabeed-Ul-Ward	UM230	50gm
371	Majoon -e- Supari Pak	UM231	50gm
372	Majoon-E-Supari Pak	UM231A	50gms
373	Majoon-e- Muqawwi-e- Rahem	UM232	50gm
374	Majoon-E-Muqil	UM233	50gms
375	Aamla	UM236	50gm
376	Safoof-e-Afsanteen	UM237	25gm
377	Anjeer	UM238	50 gm
378	Arq-e-Ajeeb	UM239	05 ml
379	Arq-e-Gulab	UM240	50 ml
380	Arq-e-Mundi	UM241	200 ml
381	Asl-us-soos	UM242	50gm
382	Aspaghol	UM243	50gm
383	Babchi	UM244	25gm
384	Safoof-e-Badiyan	UM245	25 gm
385	Banadiq-ul-Bazoor	UM246	30 pills
386	Safoof-e-Banafsha	UM247	50gm
387	Bisfayej	UM248	50gm
388	Safoof-e-Burada Sandal Safaid	UM249	50gm
389	Burada Sandal Surkh	UM250	50gm
390	Safoof-e-Burada Sheesham	UM251	50gm
391	Chiraita	UM252	50gm
392	Safoof-e-Chobchini	UM253	50gm
393	Dawa-ul-Kurkum	UM254	100 gm
394	Safoof-e-Gaozaban	UM255	50gm
395	Ghafis	UM256	25gm
396	Safoof-e-Gilo	UM257	50gm
397	Gul-e-Babuna	UM258	25gm
398	Safoof-e-Gul-e-Banafsha	UM259	100gm
399	Gul-e-Surkh	UM260	25gm
400	Safoof-e-GulTesu	UM261	50gm
401	Habbe Irqun Nisa	UM262	30 pills
402	Habb-e-Azaraqi	UM263	30 pills
403	Habb-e-Bawaseer Damiya	UM264	30 pills
404	Habb-e-Bawaseer-Amya	UM265	30 pills
405	Habb-e-Hindi Zeeqi	UM266	30 pills
406	Habb-e-Jadwar	UM267	30 pills
407	Habb-e-Jaryan	UM268	30 pills

408	Habb-e-Jawahar	UM269	30 pills
409	Habb-e-Jund	UM270	30 pills
410	Habb-e-Karanjwa	UM271	30pills
411	Habb-e-Khabsul Hadeed	UM272	30 pills
412	Habb-e-Marwa-reed	UM273	30 pills
413	Habb-e-Mudir	UM274	30 pills
414	Habb-e-Mumsik	UM275	30 pills
415	Habb-e-Pechish	UM276	30 pills
416	Habb-e-Raal	UM277	30 pills
417	Habb-e-Tankar	UM278	30 pills
418	Habb-e-Tursh Mushtahi	UM279	30 pills
419	Halwa-e-Ghekawar	UM280	100 gm
420	Iksir Shifa	UM281	30 pills
421	Itrifal-e-Fauladi	UM282	100 gm
422	Itrifal-e-Muqawwi Dimagh	UM283	100 gm
423	Jawarish Ood Shirin	UM284	100 gm
424	Jawarish-e-Pudina	UM285	100 gm
425	Jawarish-e-Pudina Wilayti	UM286	100 gm
426	Safoof-e-Khaksi	UM287	50gm
427	Khamira Abresham Hakim Arshadwala	UM288	60 gm
428	Khamira Abresham Sheera Unnab wala	UM289	60 gm
429	Khamira Gaozaban Ambri-Jadwar Ood Saleebwala	UM290	60 gm
430	Khamira Gaozaban Sada	UM291	60gm
431	Khamira Marwareed	UM292	60 gm
432	Khar-e-Khasak Khurd	UM293	50gm
433	Khiyar Shambar	UM294	300gm
434	Safoof-e-Khubbazi	UM295	50gm
435	Khurfa	UM296	50gm
436	Safoof-e-Konch	UM297	25gm
437	Kushta Khabsul Hadeed	UM298	10 gm
438	Kushta-e-Faulad	UM299	10 gm
439	Kushta-e-Gaodanti	UM300	10 gm
440	Kushta-e-Hajr-ul-Yahood	UM301	10 gm
441	Kushta-e-Qalai	UM302	10 gm
442	Kushta-e-Qaranul Eyyal	UM303	10 gm
443	Luboob-e-Barid	UM304	100 gm
444	Luboob-e-Kabir	UM305	100 gm
445	Majoon-e-Hajr-ul-Yahood	UM306	100 gm
446	Majoon-e-Hamal Ambari Al-wiKhani	UM307	100 gm
447	Majoon-e-Ispand Sokhtani	UM308	100 gm
448	Majoon-e-Masik-ul-Baul	UM309	100 gm
449	Majoon-e-Muqawwi-erahem	UM310	100 gm
450	Majoon-e-Najah	UM311	100 gm
451	Majoon-e-Piyaz	UM312	100 gm
452	Majoon-e-Seer Alvi Khani	UM313	100 gm
453	Majoon-e-Suhag Sonth	UM314	100 gm
454	Mako	UM315	50gm
455	Safoof-e-Malerian	UM316	50 ml
456	Marham Gulabi	UM317	50 gm
457	Marham Saeeda Chob Neem Wala	UM318	50 gm
458	Marham-e-Quba	UM319	50 gm
459	Mufarreh Barid	UM320	100 gm

460	Mundi	UM321	50gm
461	Murabba Amla	UM322	100 gm
462	Neelofar	UM323	50gm
463	Qairooti-e-Aarad-e-Karsana	UM324	50 gm
464	Qurs Asfar	UM325	30 pills
465	Qurs-e-Dawa-ul-Shifa	UM326	30 pills
466	Qurs-e-Habis	UM327	30 pills
467	Qurs-e-Kafoor	UM328	30 pills
468	Qurs-e-Malti Basant	UM329	30 tabs
469	Qutor-e-Ramad Qawi	UM330	05 ml
470	Raughan-e-Amla	UM331	50ml
471	Raughan-e-Kahu	UM332	50ml
472	Raughan-e-Laboob Saba	UM333	50ml
473	Raughan-e-Malkangni	UM334	50ml
474	Raughan-e-Turb	UM335	05ml
475	Raughan-e-Zaitoon	UM336	50ml
476	Revandchini	UM337	25gm
477	Roghan-e-Ikseer	UM338	50ml
478	Safoof e Hazim	UM339	50 gm
479	Safoof e Hijrul Yahud	UM340	50 gm
480	Safoof-e-Chob-chini	UM341	50 gm
481	Safoof-e-Chutki	UM342	50 gm
482	Safoof-e-Namak-e-Shaikhur Raees	UM343	50 gm
483	Safoof-e-Suranjan	UM344	50 gm
484	Safoof-e-Sana	UM345	50gm
485	Safoof-e-Satawar	UM346	50gm
486	Safoof-e-Shahatra	UM347	50gm
487	Sharbat-e-Ejaz	UM348	200 ml
488	Sharbat-e-Sadar	UM349	200 ml
489	Sufoof-e-Habis-ud-Dam	UM350	50 gm
490	Sufoof-e-Mudrr-e-Haiz	UM351	50 gm
491	Sufoof-e-Teen	UM352	50 gm
492	Sumbul-ut-Teeb	UM353	25gm
493	Sunoon-e-Mukhrij-e-Rutu-bat	UM354	50 gm
494	Tiryaq-e-Arba	UM355	100 gm
495	Tukhme Khatmi	UM356	50gm
496	Tukhm-e-Karafs	UM357	25gm
497	Tukhm-e-Kasni	UM358	50gm
498	Zufa Yabis	UM359	50gm
499	Zuroor-e-Kath	UM360	100 gm
500	Zuroor-e-Qula	UM361	10 gm
501	Anti- tussive syp	PM001	100ml syp
502	Anti- tussive tab/cap	PM002	40 tabs / caps
503	Anti-asthmatic syp	PM003	100ml syp
504	Anti-asthmatic tab/ cap	PM004	40 tabs/ caps
505	Anti-cold/decongestants syp	PM005	100ml syp
506	Anti-cold/decongestants tab/ cap	PM006	40 tabs/ caps
507	Digestive enzyme syp	PM007	100ml
508	Digestive enzyme tab/ cap	PM008	40 tabs/ caps
509	Liver tonic syp	PM009	100ml
510	Liver tonic tab/ cap	PM010	40 tabs/ caps

511	Anti-diarrheal syp	PM011	100ml
512	Anti-diarrheal tab/cap	PM012	40 tabs/ caps
513	Antacid syp	PM013	100ml
514	Antacid tab/cap	PM014	40 tabs/ caps
515	Anti-spasmodic syp	PM015	100ml
516	Anti-spasmodic tab/cap	PM016	40 tabs/ caps
517	For piles syp	PM017	100ml
518	For piles tab/cap	PM018	40 tabs/ caps
519	For piles oil	PM019	50 ml
520	For piles oint	PM020	20 gms
521	Alkalizers syp	PM021	100ml syp
522	Alkalizers tab/cap	PM022	40 tabs/ caps
523	For u.t.i syp	PM023	100ml syp
524	For u.t.i tab/cap	PM024	40 tabs/ caps
525	For renal calculi syp	PM025	100ml syp
526	For renal calculi tab/cap	PM026	40 tabs/ caps
527	For bph syp	PM027	100ml syp
528	For bph tab/cap	PM028	40 tabs/ caps
529	Anti-pyretic syp	PM029	100ml syp
530	Anti-pyretic tab/cap	PM030	40 tabs/ caps
531	Analgesic syp	PM031	100ml syp
532	Analgesic tab/cap	PM032	40 tabs/ caps
533	For general debility syp	PM033	100ml syp
534	For general debility tab/cap	PM034	40 tabs/ caps
535	Anti-allergic syp	PM035	100ml syp
536	Anti-allergic tab/cap	PM036	40 tabs/ caps
537	Anti-allergic granules	PM037	100 gms
538	Anti-allergic oint	PM038	15 gms
539	Blood purifier syp	PM039	100ml syp
540	Blood purifier tab/cap	PM040	40 tabs/ caps
541	Anti-fungal skin ointment	PM041	15 gms
542	Anti-septic ointment	PM042	25 gms
543	Anti-septic ointment	PM043	500 gms
544	Anti-septic lotion	PM044	500ml
545	For burns ointment	PM045	20 gms
546	For scabies powder	PM046	10 gms
547	For scabies tab/cap	PM047	40 tabs/ caps
548	Anti-hypertensive tab/cap	PM048	40 tabs/ caps
549	Cardiac tonic syp	PM049	100ml syp
550	Cardiac tonic tab/cap	PM050	40 tabs/ caps
551	Sedatives & tranquilizers syp	PM051	100ml syp
552	Sedatives & tranquilizers tab/cap	PM052	40 tabs/caps
553	Brain tonic syp	PM053	100ml syp
554	Brain tonic tab/cap	PM054	40 tabs/caps
555	Anti-helminthes syp	PM055	100ml syp
556	Anti-helminthes tab/cap	PM056	40 tabs /caps
557	Anti- rheumatics syp	PM057	100ml syp
558	Anti- rheumatics tab/cap	PM058	40 tabs /caps
559	Local rubificent oil	PM059	50ml
560	Local rubificent oint	PM060	20 gms

561	For leucorrhoea syp	PM061	100ml syp
562	For leucorrhoea tab/cap	PM062	40 tabs/caps
563	For menorrhagia /metorahagia syp	PM063	100ml syp
564	For menorrhagia /metorahagia tab/cap	PM064	40 tabs/caps
565	For dub syp	PM065	100ml syp
566	For dub tab/cap	PM066	40 tabs /caps
567	Haematinic tonics syp	PM067	100ml syp
568	Haematinic tonics tab/cap	PM068	40 tabs /caps
569	For eye ailments drops	PM069	10ml
570	For ear ailments drops	PM070	10ml
571	For nasal ailments drops	PM071	10ml
572	For throat/mouth paint	PM072	10ml
573	For throat/mouth lozenges	PM073	10 lozenges
574	For throat/mouth chewable tabs	PM074	30 Chewable tabs
575	Anti- diabetic tab/cap	PM075	40 tabs /caps
576	Anti- diabetic powder	PM076	200 gms
577	Anti-pyretic/analgesic drops	PM077	15ml
578	Anti-pyretic/analgesic susp.	PM078	50ml
579	For respiratory tract drops	PM079	15ml
580	For respiratory tract susp.	PM080	50ml
581	Carminative/anti-spasmodic/anti-diarrheal/laxative drops	PM081	15ml
582	Carminative/anti-spasmodic/anti-diarrheal/laxative susp.	PM082	50ml
583	For liver disorders drops	PM083	15ml
584	For liver disorders susp.	PM084	50ml

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

Signature of the Bidder

ANNEXURE-D

(On firm's letter head)

ANNUAL TURN OVER STATEMENT

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

S.No.	Financial Years	Turnover in Lakhs (Rs)
1.	2022-23	-
2.	2023-24	-
3.	2024-25	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered

Accountant

(Name & Address.)

Tel. No.

Mob. No.

UDIN:

ANNEXURE-E

PROFORMA FOR PERFORMANCE STATE MENT (for a period of last 3 years)

Name of the
Laboratory:.....

Address:.....
.....

S.No	Types of Samples Analyzed	No. of Samples Analyzed during year & number of samples declared to be not of standard quality					
		2022-23		2023-24		2024-25	
		Number of Samples Analyzed	Number of samples declared to be not of standard quality	Number of Samples Analyzed	Number of samples declared to be not of standard quality	Number of Samples Analyzed	Number of samples declared to be not of standard quality
01.	Ayurvedic & Unani Classical Medicine						
02.	Patent Medicines						

Date: ... /.../2025.

Signature:

(Name in Capital) Name of the Lab:

Office Seal :

ANNEXURE-F

(Analytical Testing Lab/Bidder)
AFFIDAVIT
(on Non Judicial Stamp of Rs.100/-)

DECLARATION FORM

1. I/We..... (Bidder) having our office at..... (Address of Bidder) and Testing 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 **“Analytical Testing Labs (AYUSH)”** 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 further declare that I possess valid approval for testing of all the AYUSH medicines for which Price Bid have been submitted by me/us in Cover B and permission on Form 37 have been obtained for testing of these items from State Licensing Authority where ever applicable.
 - b) That the approval to test AYUSH medicines have been obtained on Form 37 bearing No.____which is valid/renewed upto_____.
 - c) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - d) 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;
 - e) 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;
 - f) 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 test the items quoted 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 GLP 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 testing 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 testing 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 GLP Guidelines.
15. 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.
16. 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.
17. I/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
18. I/we declare that I/we have not been found guilty of testing any spurious medicines in the last three (03) years
19. That I/we have carefully read all the conditions of bid in ref. **No. JKMSCL/Empl. Labs/AYUSH/ 2025/673.** for the empanelment of analytical testing laboratories for the test and analysis of Ayurvedic and Unani Medicines for the year 2025-27 for Jammu and Kashmir Medical Supplies Corporation and accept all conditions of bid, including amendments if any.

(Deponent)
Signature

Date:

Name of the Firm:

Office Seal:

Verification

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

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

DETAILS OF LABORATORY

1. Name of the Laboratory & Full Address:

Phone No(landline) :

Fax :

E-mail :

2. Other Branches & their Address (if any):

3. Whether the firm has its own manufacturing unit ?:

If yes give details of address, license number etc

4. Date of Start of testing of AYUSH medicines:

5. Approval No. & Date from any and Food Administration Organization:

6. Valid up to :

7. Schedule L-1 certificate its no. and date of issue:

8.

(i) NABL Accreditation no. & date

(ii) Scope of Accreditation

(iii) Its validity.

9. Name of the authorized signatory of Lab:

10. Specimen Signature of the authorized Signatory of Lab:

11. Names & Specimen Signatures of the approved Technical

Staff who are authorized to sign the test reports:

(1) (Name) (Specimen Signature)

(2) (Name)(Specimen Signature

ANNEXURE – H(1)

PERSONNEL IN QC DEPARTMENT

Name of the Technical Staff approved by State Licensing Authority	Designation	Qualification	Experience (Experience relevant to analysis of Ayurvedic/Unani medicines)

Signature of Issuing Authority

Date:

Name:

Designation:

Name of the Lab:

Office Seal:

ANNEXURE – H(2)

LIST OF IMPORTANT EQUIPMENT/INSTRUMENTS/APPARATUS AVAILABLE IN THE LAB WITH SPECIAL REFERENCE OF INSTRUMENTS FOR TESTING HEAVY METALS, AFLATOXINS, PESTICIDIAL RESIDUE & MICROBIAL CONTAMINATION.

S No	Name of the Equipment Instruments / Apparatus	Make & Description	Date of Installation	Date of last Validation	Approval for testing of drugs from State licensing Authority since.....

Signature with Name of Issuing Authority:

Date:

Designation:

Name of the Lab:

Office Seal:

ANNEXURE – H (3)

FACILITIES IN THE MICROBIOLOGICAL SECTION

I. LIST OF STOCK CULTURES AVAILABLE

II. LIST OF EQUIPMENT / APPARATUS AVAILABLE WITH DATE OF INSTALLATION, make and approval from State Licensing Authority to permit microbiological testing in the Lab.

Signature:

Name of the Lab:

Date:

Official Seal:

ANNEXURE – H(4)

LIST OF REFERENCES SAMPLES ALONG WITH THEIR DATE OF PROCUREMENT AND QUANTITIES, If required for any item.

Signature with Name:

Name of the Lab: Date:

Official Seal:

ANNEXURE-I
(Analytical Testing Lab/Bidder)
AFFIDAVIT

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

DECLARATION FORM

20. I/We..... (**Bidder**) having our office at..... (**Address of Bidder**) and Testing 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 **“Analytical Testing Labs (Ayush)”** 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.
21. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /ltd. Firm.
22. 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.
23. 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.
24. I/ we hereby declare that:
- g) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - h) 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;
 - i) 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;
 - j) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
25. 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.
26. 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.
27. 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.
- 28. I / We do hereby declare that I / We shall test the as per the instructions given in this regard.**
29. 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.

30. 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.
31. 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.
32. 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
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. I/we further declare that all the terms & conditions of the NIT are accepted by us unconditionally.
39. 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:

Name of the Firm:

Office Seal:

Verification

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

(Name of Deponent &Signature)

ATTESTED BY NOTARY PUBLIC

ANNEXURE-J

[on Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]
AGREEMENT
(For Analytical Testing Lab/Bidder only)

This deed of agreement is made on this day of 2025 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (K) 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 (hereinafter 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 **"Analytical Testing Labs (AYUSH)"** 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 **"Analytical Testing Labs(AYUSH)"** 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 **"Analytical Testing Labs(AYUSH)"** 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 **"Analytical Testing Labs(AYUSH)"** 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.

Bidder(**Analytical Testing Labs{AYUSH}**)
(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 (K)/ 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.

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

ANNEXURE-L

(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