

NOT TRANSFERABLE

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

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



JKMSCL

**E-BID FOR THE ANNUAL RATE CONTRACT FOR SUPPLY OF
IV FLUIDS ONLY**

E BID FOR THE PROCUREMENT OF IV FLUIDS

(Reference No: NIT/JKMSCL/ IV Fluids/ FFS/2016/40

Dated 23-09.2016

LAST DATE OF SUBMISSION OF ONLINE BIDS: 26th of October, 2016 upto 1600 hrs



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No: NIT/JKMSCL/ IV Fluids/ FFS/2016/40

Dated: 23-09-2016

NOTICE INVITING BID

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid and Financial bid) is invited for the finalization of Annual Rate Contract for the procurement of IV Fluids with **Form-Fill-Seal (FFS) Technology** from the original manufacturers/direct importers/authorized distributors/dealers of the original manufacturers/direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmscl.nic.in, www.jkmsclbusiness.com, www.jkhealth.org & www.jknhm.com. The cost of the tender along with tender processing fee shall be deposited against the Demand Draft of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs. 5,000/- (Rupees five thousand only) as cost of tender & Rs.5,000/- (Five thousand only) as tender processing fee, drawn on any of the Scheduled/Nationalized bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar.

Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.



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No.NIT/JKMSCL/IV- Fluids/FFS//2016/40

Dated:23-09-2016

NOTICE INVITING BID (NIB)

1. e-bid under two covers are invited from JKMSCL empanelled/ registered original Manufacturers/ Direct Importers/ Authorized distributors/ dealers/ Suppliers by Jammu and Kashmir Medical Supplies Corporation Limited, 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu J&K-180001/ 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar, for finalization of Annual Rate Contract for the procurement of IV Fluids with **Form-Fill-Seal (FFS) Technology** only.

2. e-bid are invited as per following time schedule:-

Date of Pre Bid	Receipt of representation	Last Date of downloading of Bid document	Last Date of Uploading of Bid	Date of Opening of Technical bid
1	2	3	4	5
13.10.2016	07.10.2016	26.10.2016	26.10.2016	27.10.2016

3. A Pre-Bid Meeting shall be held as per column No. 1 of the above schedule at 1100 Hrs on **13.10.2016** in the **Conference Hall of JKMSCL Corporate Office, Jammu, 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, (J&K)-180001 and 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar** to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes, (if required), in bid conditions shall be done tentatively within two days. **Bid should be submitted through e-portal only after Pre-Bid meeting including all the Clarifications/Modifications/ Amendments.** Corrigendum issued shall be form integral part of terms & conditions of Bid, which shall be duly signed and attached with bid document by the bidder.

4. The Bid is for finalization of Annual Rate Contract only.

5. Price preference to the SSI Units of J&K State as per provisions shall be admissible only in evaluation and award of Contract. **However, no concession shall be available for the average annual turnover fixed by JKMSCL.**

6. Detailed particulars of the (list of) IV Fluids & bid documents may be downloaded from J&K Govt. e-tendering portal www.jktenders.gov.in or JKMSCL website: www.jkmsclbusiness.com ; www.jkhealth.org.in ; www.jknrh.com.

7. The bid shall only be submitted through e-procurement portal of J&K Government i.e. www.jktenders.gov.in. **Bidder needs to submit the hard copy of e-bid uploaded on www.jktenders.gov.in or JKMSCL website: www.jkmsclbusiness.com for references at least two days prior to the opening of the bid. No hard copy shall be entertained thereafter.**
8. An amount of Rs. 10,000/- (Rupees Ten thousand only), comprising of cost of Bid document as Rs.5000.00 (Rupees five thousand only) & Bid Processing fee as Rs.5000/- (Five thousand only) in shape of demand draft and EMD of Rs.1,00,000/- (Rupees One lac only), should be submitted in the form of FDR drawn at any of the scheduled / Nationalized Bank in favour of Chief Accounts Officer JKMSCL payable at Jammu / Srinagar physically / personally or through Registered post at the office of M.D, JKMSCL, Jammu one day prior to opening of the technical bid. JKMSCL shall not be responsible for any postal delays and therefore, the bidders should ensure that they upload their bids and submit the financial instruments well in advance from the last date for bid submission. The bidders shall submit/upload scanned copies of all the Demand Drafts (for tender charges and EMD instrument) in Technical Bid (Cover-A).
9. **Demand Draft(s) received after the specified time and date shall not be accepted and the bid shall be rejected.**
10. The technical bids shall be opened at Jammu/Srinagar Corporate Office of JKMSCL **on 27.10.2016** in the presence of the Bidders or their representatives who may wish to be present.
11. The JKMSCL is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. The Bidders shall have to submit a valid latest 'VAT' clearance certificate (Latest) from the concerned Commercial Taxes Officer and the latest Income Tax Return (Assessment year 2015-16) along with attested copy of 'PAN' Card.
13. It is clarified that the information required in bidding document should be submitted only in Annexures (A to Z) without any change or modification in its formats. Bids submitted with changed or modified Annexures / format shall be rejected.
14. No queries / representations shall be entertained after the pre-bid meeting.
15. The bidders who are registered with the JKMSCL needs not to attach documents with Technical bid which they have already submitted at the time of their Registration. Only the documents wherever the validity of the submitted documents has expired shall be uploaded in the technical bid.
16. Those firms/dealers who are already registered under group Medicines & IV Fluids with JKMSCL need not to get registered again.

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; www.jknhm.com but shall not be published in any newspapers / journal. In case any inconvenience is felt, please contact on telephone number i.e. 0191- 2580482 or queries may be e-mailed on address " jkmsclj@gmail.com.

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd

INSTRUCTIONS TO BIDDERS

Before filling up of bid or submission the bid form, kindly go through the following instructions meticulously/ carefully so that your bid shall not be considered invalid:

1. **Only firms registered with JKMSCL are allowed to participate in the tendering process. The registration of the bidders / manufacturers / dealers shall be carried in the Corporate Offices of JKMSCL i.e. 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu J&K-180001/ 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar, as per the details mentioned in Annexure “R”. The registration shall close seven days prior to the opening of Technical Bid.**
2. Do not submit Bid if the turnover of the firm is less than **Rs. 50.00 Crores**. The turnover should be as per bid conditions.
3. **Do not quote the products manufactured on Loan license basis.**
4. Certificates/Licenses/Documents, which are required, should be complete and updated.
5. Cost of Tender document, Bid processing fees and Bid Security (EMD) should be submitted separately for each Bid and are **Non-refundable, except 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. Hard copy of uploaded document shall have to be submitted at least two days prior to the opening of Technical bid for references in the interest of bidder. However, non-submission of hard copy doesn't mean rejection of bid, as no correspondence/ communication shall be made during the bid Evaluation process and any document found non-legible or in case any document is not downloaded properly, may lead to rejection of bid in the absence of hard copy of references.
- 7.1 Demand draft(s) /Financial Instrument received after prescribed date and time shall not be considered.
8. A Pre-Bid Meeting shall be held at 1100 Hrs on **13.10.2016** in the **Conference Hall of JKMSCL Corporate Office Jammu, 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, (J&K)-180001 & 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar& Corporate Office**, to clarify the issues and to answer the queries on any matter that may be raised at that 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 (Adm), JKMSCL, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized.** Representation regarding issues and queries which are discussed in pre bid meeting shall be submitted within two days after pre bid. Representation received after two days of pre bid shall not be considered. Necessary Corrigendum / Modification / Clarification in the bid and specification(s), if required, shall be issued tentatively on seventh day after pre-bid meeting. Please note that bids should be submitted after Pre-Bid meeting incorporating the Corrigendum/ Modification/ Clarification, if any.
9. In case you are given any assurance of any advantage in JKMSCL, by anybody or if you are

directly or indirectly threaten or intimidated 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 accompany 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.

10. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize one agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, subject to the filling and uploading of letter of Authorization (Annexure 6N1) alongwith e-bid.
 - 10.1 In case of non uploading of letter of Authorization (Annexure-N1) alongwith e-bid, no representation for authorizing any dealer on behalf of original manufacturer/ Direct supplier to raise invoice or receive payments shall be entertained in the later stages.
 - 10.2 Authorization pledged before the Notary should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
 - 10.3. Manufacturer / Importer should not authorize local dealer / supplier / agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
 - 10.4 The Original Manufacturer/ Direct Importer can authorized only one agent/dealer/supplier for JKMSCL. In case the Firm/ Manufacturer/Importer authorizes more than one dealer /supplier to represent the original Manufacturer/ Importer for bidding/ raising invoice/ receiving payments etc. the bid submitted by/on behalf of Manufacturer/ Importer shall be rejected.
 - 10.5 The Manufacturer/Direct Importer and Authorized Agent/ dealer shall have to enter into tripartite agreement with JKMSCL in reference to 10.1 to 10.3 above.
11. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained.
12. The declaration of technical bid in respect of responsive/non responsive bidder shall be uploaded on websites www.jkmscl.nic.in, www.jktenders.gov.in, www.jkhealth.org.in; www.jknhm.com. Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
13. JKMSCL shall have right to take consent from L2,L3,L4 etc., bidders to match their rates as L1 matched, so as to ensure the regular supply. However, orders to L2,L3 etc. matched L1 rates shall be given only in case:

L1 bidder fails to supply the required ordered quantity.

L1 becomes defaulter to the Corporation.

L1 found to be barred/ blacklisted by any other Department/NGO/ Corporation etc. within the Union of India, after finalization of Annual Rate Contract in favour of L1 bidder (or after placing of supply orders)

- 13.1 In case JKMSCL decides to place order at matched L1 rates, the ration of placement of orders shall be as per the Standard Procurement Procedure, approved by the BoDs, JKMSCL.
14. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply/ delayed supply shall not be entertained.
15. For proprietary items the firms needs to attach proprietary certificate from the competent authority i.e. Drug Controller General of India (DCGI). No other declaration/ certificate on letter head of the company shall be entertained.

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd



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(Bid form is non-transferable)

BID FORM FOR RATE CONTRACT OF IV FLUIDS (FFS Technology packed)

BID REFERENCE No. NIT/JKMSCL/IV Fluids/FFS/2016/40

Dated: 23-09-2016

1.	Date and time of publishing the bid	26.09.2016	1200 Hrs.
2.	Start date and time for download the bid document	26.09.2016	1200 Hrs.
3.	Last date and time for download the bid document	26.10.2016	1600 Hrs.
4.	Clarification Start date	27.09.2016	1200 Hrs.
5.	Clarification end date	01.10.2016	1600 Hrs.
6.	Pre bid meeting	13.10.2016	1100 Hrs.
7.	Start date and time for submission of online bids	26.09.2016	1200 Hrs.
8.	Last date and time for submission of online bids	26.10.2016	1600 Hrs.
9.	Date and time for online opening of technical bids	27.10.2016	1100 Hrs.
10.	Last date and time for registration	20.10.2016	1600 Hrs.

11. **PLACE OF OPENING OF BIDS** : Conference Hall, JKMSCL; 121, Green Avenue, Hyderpora
(Opp. Al-Farooq Masjid, Hyderpora, Srinagar[†] (J&K))

12. **Cost of Tender Document** : 5000/- (100/- for SSI Units of J&K State only)

13. **Tender Processing Fee** : 5000/-

Note: Tender Cost and Tender Processing Fee can be submitted
in the form of Single Demand Draft of 10000/- for
General Category and 5100/- for SSI Units of J&K State).

14. **Bid Security (EMD)** : i. Minimum Rs 1,00,000/-
ii. For SSI units of J&K state registered with DIC for the
Items quoted for, shall be Rs 5,000/- only)

15. **ADDRESS FOR COMMUNICATION: Managing Director or General Manager J/ K**

J&K Medical Supplies Corporation Ltd,

Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical
College, Bakshi Nagar, Jammu

Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-
Farooq Masjid, Srinagar Telephone: 0191-2580842, Fax: 0191-2581845
(Jammu); Telefax: 0194-2432008 (Srinagar)

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 invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Annual Rate Contract Cum Supply of IV Fluids (FFS Technology packed), have agreed to abide by all the Terms & Conditions set forth therein.

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

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

S.No	Item	Page No.
1	Bid security Con. No. 5 (i) & 11 (Through FDR/CDR)	
2	Bid / Tender charges (Incl. Tender processing fee)	
3	Notary attested Photocopy of Acknowledgement of EM-II SSI unit for each quoted Product and a certificate from NSIC/MSME for the production capacity & the quality control measures properly installed at the production unit. (Annexure-X) / Latest Existence certificate issued by the competent authority.	
4	Copy of Central Excise Registration , if applicable	
5	Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted. Clause 5(vi)	
6	Non Conviction Certificate issued by the Drugs Controller Clause 5(viii)	
7	Good Manufacturing Practices Certificate Clause 5(ix)	
8	Product permission of quoted Products/ Import License. Clause 5(x)	
9	Proforma for Performance Statement Clause 5(xi)(Annexure-F)	
10	Market Standing Certificate issued by the Licensing Authority. Not Less than Three Years. Clause 5(xii)	
11	Notary attested Photocopy of Import Export Certificate and Permission/Authorization for sale from the foreign principal manufacturer (Authorization Letter of Principal Company con. No. 5 (iv)	
12	Acknowledgement of EM-II for SSI Units of J&K from Industries Dept Con. No. 5(ii,a)	
13	Average Annual turnover statement for past 3 years certified by C.A. 5 (xiii) (Annexure-G)	
14	(A) Latest VAT Clearance Certificate (up to dated 31.03.16). Con. No. 5 (xvi)Annexure: D	
15	Balance sheet & P/L Accounts Statements for the last three years Clause 5(xiv).	
16	Copy of the PAN Card along with latest Income Tax Return	
17	Declaration Form cum Check List Annexure- A	

18	Declaration on Non-Judicial Stamp Paper of Rs. 10/ regarding complying with bid terms and conditions (Annexure-J) in lieu of acceptance of terms & conditions.	
20	Corrigendum/modification/clarification uploaded with bid document (if applicable)	
21	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	1.....(Name & Signature) 2..... 3.....
22	Documentary evidence for the constitutions of the company / concern	
23	The instruments such as power of attorney, resolution of board etc.	
24	Annexure-H (Undertaking for embossment of logo)	
25	Declaration Form in Annexure-E	
26	Notary attested documentary evidence to prove that the bidder is having own cold chain transporting system/copy of the contract agreement made with transporting agent, ANNEXURE :S	
27	Details of Manufacturing Unit in Annexure-N	
28	Letter of Authorization (if applicable) N-I	
29	Details of Technical personnel employed in the manufacture and testing	
30.	Declaration regarding financial bid , Annexure I	
31.	Declaration regarding blacklisting Annexure :M	
32	Declaration regarding No/wrong Information given , Annexure :L	
33.	Declaration regarding Sale Price Annexure: T	
34.	Details of Locations of all warehouses Annexure :U	
35.	Details Of Manufacturer/ Direct Importer Annexure V	
36.	Letter of authorization Annexure: W	

Date

Name and Signature of Bidder with seal

- **Note: The documents submitted at the time of registration of firm need not to be re-submitted. Only the documents, wherever the validity of the submitted documents has expired shall be uploaded in the technical bid.**
- **The Annexure K, P,Q, Z, are required to be submitted after the finalization of contract.**
- **Uploading of annexure N1 is mandatory, in case, original manufacturer/ Direct importer wishes to authorize any dealer/ supplier to bid or to**

**raise invoice to receive payment on behalf of original manufacturer/
direct importer.**

- **In case of non- loading of annexure N1 (letter of Authorization), no representation/ request to authorize/ nominate any dealer/ supplier on behalf of manufacturer/ importer shall be entertained in the later stages.**

TERMS & CONDITIONS OF BID AND RATE CONTRACT

N.B:-BIDDER SHOULD READ TERMS & CONDITIONS CAREFULLY AND COMPLY STRICTILY WHILE UPLOADING THEIR TENDERS.IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS, CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER NOTICE,HE SHOULD REFER THESE TO THE MANAGING DIRECTOR,JKMSCL OR GM (ADM), JAMMU & KASHMIR MEDICAL SUPPLIES CORPORATION LTD, BEFORE SUBMITTING BID(S) AND OBTAIN CLARIFICATIONS ON OR BEFORE 01.10.2016 THE DECISION OF THE MD, JKMSCL SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

A. General terms & conditions:-

1. E-Tender shall have to be downloaded by or before **26.10.2016** up to 1600 hrs as per schedule (Col No 3) on JK portal www.jktenders.gov.in for finalization of Annual Rate contract for the Supply of IV Fluids (FFS-Technology packed) for a period of 12 months.
2. The Manufacturer(s) / direct Importers / SSI units of J&K State with an Average Annual Turnover of Rs. 50.00 Crores, for the last three financial years, shall be eligible to participate in the bid. Supplies shall be affected directly by the Manufacturers, direct Importers, besides through Authorized Agent/ Distributer(s) / Suppliers, as per clause 3.1 & 3.2 of General terms & conditions. Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.
3. Bidder / Firm should authorize only those persons for bidding directly for the manufacturer / Importer who are employed in your company on salary basis. However, Manufacturer(s)/ direct Importer(s) can authorize agent/dealer/supplier to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively, for which letter of Authorization (Annexure N1) shall have to be uploaded and duly notarized.
 - 3.1. Notarized Authorization, as given at clause 3; should be forwarded with Company's letter head duly signed and sealed by MD/Chairman/ Proprietor/ company's designated signatory, further attesting the photo and signatures of authorized agent/dealer/supplier.
 - 3.2. Manufacturer/Importer should not authorize local dealer/supplier/agent to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.
 - 3.3. In case of authorized agent/ supplier/ dealer, the original manufacturer/ direct importer, authorized agent/ dealer shall have to enter into tri- partite agreement with JKMSCL, as given in **Annexure Q-II**.
 - 3.4. Original manufacturer/ direct importer can nominate/ authorize only one dealer/ agent/ facilitator for the corporation for the whole J&K. Authorization to more than one dealer/ agent/ facilitator shall lead to rejection/ cancellation of bid/ rate contract.
 - 3.5. In case of authorized agent/ dealer for quoting rates, negotiate, raising invoice and receiving payments on behalf of Original Manufacturer/ Direct Importer, payments shall be made as per Clause 19.
4. Bids shall have to be submitted / uploaded on J&K State tender portal, www.jktenders.gov.in only. No bids shall be accepted in physical form as hard copy, except the financial instruments.

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

- (i) Tender / Tender Charges of Rs.10,000.00 (Rupees Ten thousand only) including Tender processing fee in the form of Demand Draft shall have to be deposited only in original to the Corporate Office at Jammu before the date of submission of the bid, whereas, EMD as applicable in bid condition, may be deposited in the form of FDR/ CDR, pledged to Chief Accounts Officer, Jammu and Kashmir Medical Supplies Corporation Ltd., payable at Jammu / Srinagar (J&K) in separate envelopes. However, the scanned copy of all the Demand Drafts / FDR/CDR shall have to be uploaded along with Technical Bid, (Cover-A).
- (ii)
 - (a) Duly attested photocopy of Acknowledgement of EM-II Memorandum / IEM/ Registration of SSI unit for the products duly approved by the licensing authority for every product quoted in the tender. The license should be renewed upto date.
 - (b) For the Production Capacity and the quality control measures installed at the production unit
 - (c) Latest existence certificate to be issued by the competent authority.
- (iii) Firm shall submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central Excise Act.
- (iv) In case of imported items notary attested photocopy of import license & license for sales issued by concerning licensing authority/Authorization by Foreign Principal, if applicable. The bidder should furnish notary attested photocopy of the valid License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the bid. The license must have been duly renewed / valid upto date and the items quoted shall be clearly highlighted in the license.
- (v) Duly notarized copy of Acknowledgement of EM-II issued by District Industrial Center (DIC), under price preference to Small Scale Industries of Jammu & Kashmir.
- (vi) Duly notarized copy of valid Drug License for the product duly approved by the Licensing Authority for each and every product quoted.
- (vii) Bidder should have a valid **Form Fill- Seal (FFS) Certificate** for I.V. Fluids.
- (viii) Notarized copy of Non Conviction Certificate issued by the Drugs Controller.
- (ix) Notarized copy of Good Manufacturing Practices Certificate.
- (x) Notarized copy of Product permission of quoted Products/ Import License.
- (xi) Proforma for Performance Statement (Annexure-F).
- (xii) Market Standing Certificate issued by the Licensing Authority (Not Less than Three Years).
- (xiii) Average Annual Turnover statement for past three financial years verified by the C.A. and notary public attested.
- (xiv) Copies of Audited Balance Sheet & Profit & Loss statement certified by the Auditor for the last three FY (2013-14, 2014-15 & 2015-16), if asked for.
- (xvi) Duly notarized copy of latest Sales Tax clearance certificate (upto 31.03.2016) from the Commercial Tax Officer of the circle concerned from where supplies will be affected shall be submitted.

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

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

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

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

NOTE:

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission. **Un-attested/ Un-notarized copies of such documents shall not be considered valid.**
 - (B) All attested document must be submitted in English language. If the documents are not in English, they should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
 - (C) Other than Sales tax clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
 - (D) The point of supply within the state of Jammu & Kashmir or out of J&K state should be specified.
 - (E) Tender will be liable for outright rejection if:-
 - (i) Any rates are disclosed in cover (A).
 - (ii) Any discounts / special offers are made in cover (A)
 - (F) If any of the above cited item(s) /certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.
6. Financial Bid duly filled as per **Annexure-"O"** giving the rates for Quoted items should be submitted through portal www.jktenders.gov.in(**only on BOQ**). **It should notbe disclosed in Technical bid.**

NOTE:

- (A) **VAT or CST** should **be** mentioned clearly & separately.
 - (B) If the **VAT or CST** is exempted it should be specified in **Annexure 'O'**.
 - (C) The bidder who has quoted excise tax "NIL" in PRICE Schedule and item becomes excisable afterwards at the time of award of contract or later on, firm will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
7. **The required financial instruments (Bid/ Tender charges, Bid Security) shall be submitted** through DD only (For EMD only FDR / CDR shall also be accepted). Technical bid shall be opened in the presence of Bidder, who chooses to be present. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the Bidder in Technical bid, in compliance of Bid terms & conditions.

8. (i) In event of Bid being submitted by proprietary firm, tender must be signed by sole proprietor. In event of a partnership firm, tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so; and in the case of company, the bid must be signed by authorized signatory as the manner laid in the Articles of Association.
- (ii) Any change in the Constitution of the Firm / Company shall be notified forth with by the contractor in writing to the MD, 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, JKMSCL, Jammu & Kashmir Medical Supplies Corporation Ltd. a written agreement to this effect. The contractor's receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge any of the purposes of the contract.
9. The Bidder shall sign the bid for match each page and at the end shall upload **Annexure- J** in token of acceptance of all the terms and conditions of the Bidder and then scanned copy be uploaded on e-portal except BOQ (**Annexure-O**).

10. BID SECURITY:

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

11. FORFEITURE OF BID SECURITY:-

The bid security will be forfeited in the following cases:

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

12. GUARANTEE CLAUSE:-

- (i) The Bidder would give guarantee that the items would continue to conform to the description and

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

13. MARKING

All the items should bear "**JKMSCL HOSPITAL SUPPLY (2016-17)–NOT FOR SALE**"(in cyan blue colour background, developed after mixing of cyan blue and yellow colour in the ratio of 50% and 15% respectively) as mentioned in supply order in English on each without which the supply will not be entertained. In case, any item supplied by the approved firm(s) does not conform to the required standard, the payment thereof, if received by the supplier shall have to be refunded to Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test, where ever applicable. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under rules.

14. RATES AND COMPARISON OF RATES:

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

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

- (vi) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates. Element of the J&K State VAT or CST or Central Sales Tax should be mentioned separately.
- (vii) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (viii) (A) No paper should be detached from the tender form.
(B) The Bidder should read carefully every page of the bid form & terms & conditions (Annexure B) and shall upload **Annexure J** in token of his acceptance of all the Terms & Conditions of the bid. Non submission of **Annexure J** shall render the bid to be rejected.
- (ix) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

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

15. SECURITY DEPOSIT & AGREEMENT:

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

- (vi) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of Security Deposit shall be liable to forfeiture in full or part by JKMSCL and decision MD, JKMSCL shall be final.
- (vii) The rate contract cum supply can be repudiated at any time by the M.D., JKMSCL if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, M.D, JKMSCL may terminate agreement of rate contract at any time without notice/intimation to Bidder/ firm/company in public interest.

16. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly to the bidders by M.D, JKMSCL/GM (Adm) JKMSCL through registered post/ e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries. **The supplying firms will execute all orders within 60days for Indian and 90 days for imported items.**
- (ii) The consignee for supplies shall be the M.D / GM (Adm), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the state of Jammu and Kashmir.
- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment as per Annexure 6 F may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10 th of each month to the department.
- (v) The quantity indicated in the tender/BOQ are mere estimates and are intended to give an idea to the prospective Bidder to enable them to decide whether they will undertake to supply the article to this Corporation on most competitive rates. The figures indicated in the BOQ do not constitute any commitment on the part of corporation to purchase any of the articles in the quantities shown therein against each or in any quantity whatsoever. It is further made clear that the Corporation does not bind itself to purchase all or any quantity mentioned in the BOQ and no objection against the quantity of the indent of approved item being more or less than the approximate quantity will be entertained and shall not be acceptable as a ground for non-supply on the quantity indented.
- (vii) Price Preference: Upto 15% price preference to be given to SSI units on landed cost. Further, few safeguards added in the procedure to ensure that the SSI units are not forced to accept rates below the quoted rates, if within 15% of the lowest outside bid.

17. SUPPLY CONDITIONS:

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

2. All supplies will be scheduled for the period from the date of purchase order till the completion of the tender in installments, as may be stipulated in the Purchase Order.
3. Fluids shall be supplied alongwith complete test report of GLP certified and NABL accredited lab mentioning clearly name of the lab, test report No., date and the result., otherwise the consignment shall not be accepted at Drug Ware Houses.
4. **Shelf Life:** The remaining shelf life of the fluids at the time of delivery should be not less than $\frac{3}{4}$ of the labeled shelf life.
5. **Quality Assurance:** The Supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purpose made; (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per GMP included in Schedule M of Drugs & Cosmetics Rules. The Bidder must submit its Test/ Analysis Report (Certificate of Analysis- CoA) for every batch of fluid along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of fluids shall not be entertained and shall be returned back to the supplier and he/ she is bound to replenish the same with approved laboratory test report. The supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.
6. The IV Fluids (FFS Technology packed) supplied by the successful bidder must have minimum active ingredient of 95% and with upper limits as prescribed in the relevant official pharmacopoeias throughout the shelf life of these products and shall comply with the specification, stipulations and conditions specified in the Bid document.
7. If supplies are not fully completed in prescribed period from the date of purchase order (90 days for imported drugs), the provisions of liquidated damages of Bid conditions will come into force. The supplier should supply the fluids at the Ware house (destination) specified in the purchase order and if the fluids supplied at a designated places other than those specified in the Purchase Order, transport charges will be recovered from the supplier by deducting the requisite amount from the payments to be made to the supplier.
8. If the supplier fails to execute at least 50% of the quantity mentioned in single purchase order and such part supply continues for three consecutive Purchase Orders, then the supplier will become ineligible to participate in any of the Bids for particular items of fluids for a period of one year in the immediately succeeding year. Further, the Performance Security Deposit of the supplier shall be forfeited.
9. If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the fluids, for which the Purchase orders have been placed, from any other **sources (such as Public Sector Undertakings at their rates, empanelled bidders, or other bidders who have technically qualified in the bid)** or from the open market or from any other Bidder who might have quoted higher rates, entirely at the risk and the cost of the supplier and in such cases the Ordering Authority/Bid inviting authority has every right to

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

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

18. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

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

(b) Submission of Contract Completion Report:-

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

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

19. TERMS OF PAYMENT:-

1. No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
2. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and Analytical Laboratory Test Report regarding quality, the payment would be made within next 30 days.
3. The in-charge of District Drug Warehouse (DDW) shall acknowledge the drugs received & ensure entry in respective records (in e-Aushdhi software online: when commissioned).
4. All bills/ Invoices should be raised in triplicate and in the case of excisable Fluids, the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW.
 - a. In house test report of drug (CoA).
 - b. The challan /invoice copy pertaining to DDW (refer clause- 2(a) under Chapter- Eligibility Conditions)
 - c. In case supplies are made, invoice is raised/ payments are being received by the authorized agent/
dealer/ supplier on behalf of Original Manufacturer/ Importer; the invoice shall have to attached with the delivery challan in original, prepared/ issued by the manufacturer/importer for the said consignment/ lort manufactured for JKMSCL.

NB:- JKMSCL shall have right to enquire/ call the original manufacturer/ direct importer for authenticating the mode of supply/ delivery challan issued for the said consignment before making final payment.

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

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

7. In case of any enhancement in Excise Duty due to notification of the Govt. after the date of submission of Bids and during the Bid period, the quantum of additional excise duty so levied will be allowed to be
8. Charged extra as a separate item without any change in the basis of the price structure price of the Drugs approved under Bid. For claiming the additional cost on account of the Increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to ordering authority and also must claim the same in the

invoice separately. Similarly, if there is any reduction in the rate of essential drug, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of essential Drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.

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

20. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply:-
 - (a) Delay up to one-fourth period of the prescribed Delivery Period - 2.5%
 - (b) Delay exceeding one-fourth but not exceeding half of the prescribed delivery period - 5%
 - (c) Delay exceeding half but not exceeding three-fourth of the prescribed delivery period - 7.5%
 - (d) Delay exceeding three-fourth of the prescribed period - 10%
- (iii) Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of agreed liquidated damage shall be 10%.
- (v) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to M.D, JKMSCL, Jammu / Srinagar (J&K), which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. The firms shall ensure extension of delivery period for delayed supplies. The payment shall only released by purchase officer after sanction of extension in delivery period by M.D., JKMSCL.
- (vi) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.
- (vii) In case supplies are received at Regional Drug Warehouse(RDWS) with improper packaging/ loose packing/ improper or non- approved Art Work or logo or any other deviation from the tender condition(s)/ Corrigendum(s) issued thereafter in relation to said NIT, liquidated damages equivalent to 2.5% of such supplies shall be imposed for the first time and incase of repeated deviation(s) beyond one time, supplies shall be rejected instantly, besides in addition to deduction of difference of cost, on said items and are forced to be procured from the local market on L2, L3, L4 etc., bidder(s) in the interest of patient health care by JKMSCL.
- (viii) If the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer (JKMSCL) shall be entitled to purchase the goods or any part thereof from elsewhere without notice to the Bidder on his (i.e. Bidders) account and risk only with the prior approved from M.D., JKMSCL, Jammu / Srinagar (J&K). The Bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the Bidder. The Bidder shall not

be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder shall be made under the law for the time being in force. In case more than one supplier has been approved for any item under the approved list circulated to the purchasing officers, the risk purchases may be made at a higher rate from any other firm whose rate is duly approved. It is mandatory for the approved supplier to acknowledge receipt of orders within fifteen days from the date of dispatch of order, failing which the purchasing officer will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period, after taking required approval from M.D., JKMSCL (J&K).

21. RECOVERIES:-

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

22. INSPECTION:-

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

- (iv) If required, the consignee may refer inspection committee to match the specification with available reserved sample with the corporation which is submitted by the firm/ supplier at the time of technical approval.
- (v) The firm shall ensure that only the material inspected by the Inspection Agency is dispatched to the consignee. In case any un-inspected material has been found in the material received by consignee, the firm shall be solely responsible for it and the department/ Corporation shall be free to take suitable necessary action as per terms and conditions of tender documents/agreement against the firm for such irregularity.

23. (a) PACKING & INSURANCE:

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

(b) PACKING SPECIFICATIONS:

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

(a) DESIGNS FOR LOGOGRAM

LIQUIDS

- Liquid preparations should be in bottles with pilfer-proof caps bearing the following logogram:
- **Form-Fill-Seal (FFS) technology for IV Fluids.**



* The top of the cap and the label to be affixed on the containers should bear a distinct colour different from the color of the label of the trade packs and they should overprinted in red colour with the words “**JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED**” (in cyan blue colour background) and the logogram. Name of fluid should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

NOT FOR SALE QC- PASSED” (in cyan blue colour background) overprinted. Name of drug should be printed in English Language only and should be legible and be printed more prominently. Storage directions should be clear, legible, preferably with yellow highlighted background.

(b) SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF IV FLUIDS.

JKMSCL Hospital SUPPLY (2016-17) NOT FOR SALE (Name of IV fluids etc.)

CONSTITUENTS OF.....

Name of the Drug, Manufactured by, Batch

No. Mfg. Date, Exp.Date, Quantity/Kit

Net. Weight.....Kgs

Manufactured by/Assembled by

The name of the drug shall be mentioned in English and should be legible and be printed more prominently. A **uniform color theme an artwork will be necessary**. Apart from this **JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED”** (in cyan blue colour background) along with logo of JKMSCL will be printed on each strip/label of the bottle. The storage directions should be clear, legible and preferably with yellow highlighted background.

1. Bids for the supply for IV Fluids (FFS Technology packed), shall be considered only if the Bidder gives undertaking in his Bid that the supply shall be prepared and packed with the logogram printed on the bottles, as per the design mentioned above.
2. Labels of IV Fluids Bottles containing the items Bided for should also carry the logogram.
3. Failure to supply Fluids (FFS Technology packed) with the logogram will be treated as breach for the terms of agreement and liquidated damages will be deducted from bills payable as per conditions in

Clause 18.2 Bidders who are not willing to agree to conditions above will be summarily rejected.

4. In case of imported Fluids affixing rubber stamp on the original label is allowed with indelible ink on inner most and outer packing.

NOTE: The supply without logo & words "JKMSCL Hospital Supply-(2016-17) NOT FOR SALE QC- PASSED" and with brand name shall not be accepted. Apart from this, supply should be in cyan blue colour background.

23. (c) PACKING :

1. The item shall be supplied in the package schedule given below and the package shall carry the logogram specified in clause (23,a,b). The labeling of different packages should be as specified below. The packing in each carton shall be strictly as per the specification mentioned. Failure to comply with this shall lead to non-acceptance of the fluids besides imposition of penalties.
2. All IV Fluids (FFS Technology packed) plastic containers should be made of virgin grade plastic.
3. The name of the IV Fluid should be printed in clearly legible bold letters (It is advisable that the color of font be different from other printed matter to make the name highly conspicuous).
4. It should be ensured that only first hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
5. All packing containers should strictly conform to be specifications prescribed in there relevant pharmacopoeia/Act.
6. Packing should be able to prevent damages or deterioration during transit.
7. In the event of items supplied found to be not as per specifications in respect of their packing. The Ordering Authority is at liberty to make alternative purchase of the item for which the purchases orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier. In such cases the ordering authority has every right to recover the cost and impose penalty as mentioned.

**I. SCHEDULE FOR PACKING OF IV FLUIDS (FFS Technology Packed)
GENERAL SPECIFICATIONS**

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

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

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

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

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

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

CARRY STRAP:

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

LABEL:

Every corrugated box should carry a large outer label clearly indicating that the product is for **“J&K Medical Supplies Corporation Ltd Supply (2016-17) Not for Sale”**. The Product label on the carton should be large, at least 15 cms x 10 cms dimension. It should carry the correct technical name, strength of the product, date of manufacturing, date of expiry quantity packed and net weight of the box.

I. SPECIFICATION FOR IV FLUIDS (FFS Technology packed)

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

24. QUALITY TESTING

1. Sampling of supplies from each batch will be done at the point of supply or distribution/storage points for testing. (The samples would be sent to different JKMSCL empanelled Drug Testing and Analytical Laboratories for testing by the JKMSCL after coding). **The JKMSC shall deduct a sum of 1.5% from the amount of bill payable to supplier on account of Handling and testing charges.**
2. The Fluids shall have **minimum active ingredient of 95% and with upper limits as prescribed in the relevant official pharmacopoeias throughout the shelf life of the Fluid.** The samples may also be drawn periodically during the shelf life period so as to ascertain the quality / potency of IV Fluid(s). The supplies will be deemed to be completed only upon receipt of the quality certificates as of **“STANDARD QUALITY”** from the JKMSCL empanelled Drug Testing and Analytical laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or mis-branded, such batch/batches shall be deemed to be rejected goods and action as prescribed under various penalty clauses/ law shall be initiated against the supplier.
3. In the event of the samples of the IV Fluids (FFS Technology packed) supplied failing quality tests or found to be not as per specification, JKMSCL is at liberty to make alternative purchase of IV fluids for which the Purchase orders have been placed from any other sources or from the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases JKMSCL has every right to recover the cost and impose penalty as mentioned in Clause 19.

4. The supplier shall furnish to the purchaser the evidence of bio-availability and /or bio-equivalence for certain critical drugs whenever asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.

25. CORRECTION OF ARITHMETIC ERRORS:

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

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

26. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

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

27. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER (IN CASE OF PROCUREMENT OF GOODS):

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

28. PARALLEL RATE CONTRACT:

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

- (i) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the

right to fix more than one supplier to supply the requirement among the qualified Bidders.

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

issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for JKMSCL, the supply should be completed by 5.00 p.m. on the next working day.

(xii) In case of imported items 30 days will be given in addition to above mention period.

29. VALIDITY OF TENDER:

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

30. PRICE ESCALATION:

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

31. SUBLETTING OF CONTRACT:

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

32. FALL CLAUSE:-

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

33. GRIEVANCE / APPEAL

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

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

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

(i) Appeal not to lie in certain cases

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

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

(ii) Form of Appeal:

- (a) An appeal under Para (33.1) or (33.2) above shall be in the Form (Annexure-Y) along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(iii) Fee for filing appeal:

- (a) Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only).
- (b) The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(iv) Procedure for disposal of appeal:

- (a) Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority shall,
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the J&K State tender Portal, www.jktenders.nic.in.

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

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to misleads so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;

- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

35. Conflict of Interests-

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

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

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

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

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

37. All correspondence in this connection should be addressed to the M.D, JKMSCL/GM (Adm), General Manager-K JKMSCL Corporate office Srinagar & Corporate office Jammu.

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

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

47. **For proprietary drugs:** the firms needs to attach proprietary certificate from the competent authority i.e. Drug Controller General of India (DCGI). No other declaration/ certificate on letter head of the company shall be entertained.
48. **APPLICABILITY OF CLAUSES:-**All the clauses from 1to 48 and their Annexure, Formats & Enclosures are applicable for the tendered items.

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

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

B. Special Terms and conditions:-

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

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

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

Date

Signature
Name in Capitals
Company /Firm Seal

List of IV Fluids

S.No.	Name of the drug	Item code	Strength	Tentative Quantity
1	Inj. Dextrose 10% IP	836	500 ml	325545
2	Inj. Dextrose 25% /20% IP	837	100ml	465080
3	Inj. Dextrose 5% IP	838	500 ml	1813754
4	Inj. Dextrose 5% with 0.22% Sodium Chloride 500ml	839	500 ml	82500
5	Inj. Dextrose Saline IP	840	500 ml	139700
6	DNS Injection 5.9gm/100ml	841	500 ml Bottle	54505
7	Sodium Chloride and Dextrose Injection 0.9% + 5%	842	500 ml Bottle	1524006
8	Inj. Hypertonic Saline 3%	843	100 ml/250ml	13200
9	Inj. Lactated Ringer soln-IP	844	500 ml	304491
10	Inj. Mannitol 20% (BP)	845	350 ml in 500ml container	8800
11	Inj. Mannitol 20% (BP)	846	100 ml	34100
12	Mannitol with Glycerin Injection 10% + 10%	847	100 ml	3307
13	Inj. Mannitol 20% (BP)	848	300 ml Bottle	660
14	Inj. Normal Saline (IP) 0.9%	849	100 ml	173987
15	Inj. Normal Saline (IP) 0.9%	850	500 ml	624129
16	Inj. Normal Saline(IP) 1 Ltr.	851	3 ltr bottle	55176
17	Inj. Peritoneal Dialysis fluid-(IP) Potassium Free 1000ml	852	1000 ml	424
18	Distil Water amp 5ml	853	5ml Amp	935000
19	Distilled Water amp 10ml	854	10 ml Amp	2758800
20	Distilled Water Injection	855	500ml Bottles	6600
21	Distilled Water Injection	856	5000 ml Bottles	110
22	Multiple Electrolytes & Dextrose Injection Type I IP (Electrolyte 'P' Injection)	857	500 ml Bottle	271469
23	Multiple Electrolytes & Dextrose Injection Type III IP (Electrolyte "M" Injection)	858	500 ml Bottle	250230
24	Multi Electrolyte Dextrose Soln for Paediatric use	859	500 ml Bottle	34100
25	Human albumin injection 20%	860	100 ml bottle	6710
26	Tetra Starch	861	Bottles	1320
27	Concentrated Haemodialysis Fluid B.P	862	10 Ltrs	457
28	Sodium Bicarbonate Injection	863	0.075 10 ml Amp	52184

29	Inj. Isolyte P 2 80 mos/L	864	500 ml Bottle	183150
30	Inj. Isolte G	865	500 ml Bottle	5500
31	Inj. Potassium Chloride 0.15 gms/ml	866	10 ml Amp	115885
32	Potassium Chloride oral Solution 500mg/5ml	867	200 ml Bottle	82753
33	Potassium Chloride Oral Solution USP 11.20%	868	500 ml Bottle	1100
34	Intra Lipid Inj. 10%	869	100 ml bottle	7260
35	Compound Sodium Lactate Injection	870	500 ml Bottle	1358335
36	Inj. Dextrose 5% with 0.45% Sodium Chloride 500ml	936	500 ml	82500

******Quantity of IV fluids is Tentative****

CHECK LIST
Annexure-I

1	Checklist ó	Yes	No
2	EMD in the form of DD shall be kept in an envelope. DD No/BG No. : Date : Bank & Branch : Amount :		
3	Tender document cost in the form of DD shall be kept in an envelope DD No. : Date : Bank &branch : Amount :		
4.	Tender Processing Fee in the form of Demand Draft shall be kept in an envelope D.D No:- Bank & Branch:- Amount:-		
5.	Format regarding Authorized Representative/Agent of Original Manufacturer/Direct Importer. Annexure W Eligibility Condition :1		
6	Documentary evidence for the constitutions of the company / concern		
7	Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted.		
8	The instruments such a power of attorney, resolution of board etc.		
9	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.		
10	Market Standing Certificate issued by the Licensing Authority. Not Less than Three Years.		
11	Notary attested copy of record of manufacture / import to establish three year market standing.		
12	Non Conviction Certificate issued by the Drugs Controller		
13	Good Manufacturing Practices Certificate		
14	Annual Turnover Statement for Last 3 Years		
15	Copies of balance sheet & profit loss account for three years		

16	Annexure-D (Sales Tax clearance certificate)		
17	Annexure-H (Undertaking for embossment of logo)		
18	Declaration Form in Annexure-E		
19	Proforma for Performance Statement (Annexure-F)		
20	Declaration in Annexure-S		
21	Details of Manufacturing Unit in Annexure-N		
22	Details of Technical personnel employed in the manufacture and testing		
23	Annexure J on Non-Judicial Stamp Paper of Rs. 10/		
24	Product permission of quoted Products/ Import License.		
25.	Declaration regarding financial bid , Annexure I		
26.	Declaration regarding blacklisting Annexure :M		
27.	Declaration regarding No/wrong Information given , Annexure :L		
28.	Declaration regarding Sale Price Annexure: T		
29.	Details of Locations of all warehouses Annexure :U		
30	Details Of Manufacturer/ Direct Importer Annexure V		
31.	Letter of authorization for tri-partite agreement Annexure: W		

Place:

Date :

Signature with Seal:

Name in Capital Letters :

Designation :

NB:-

- i. The documents submitted at the time of registration of firm need not to be re-submitted. Only the documents, wherever the validity of the submitted documents has expired shall be uploaded in the technical bid.
- ii. The Annexure K, P, Q, Z, are required to be submitted after the finalization of contract. Annexure Q is required in original for L1/ matched L1 at the time of signing of agreement.

ANNEXURE-D

FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT OF J&K.

(To be filled up by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment.
02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.
b. Places of business of the applicant (All places of business should be mentioned).
03. The Districts, Taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).
04. a. Total contract amount or value of patronage received in the preceding three years. S.No Financial year

Turn over

- | | |
|---|-----------|
| 1 | 2013-2014 |
| 2 | 2014-2015 |
| 3 | 2015-2016 |

- b. Particulars of Sales - Tax for the preceding three years.

Year assessed Rs	Total T.O. assessed Rs	Total Tax assessed Rs	Total Tax paid Rs	Balance due Rs.	Reasons for balance Rs
------------------	------------------------	-----------------------	-------------------	-----------------	------------------------

c. If there has been no assessment in any year, whether returns were submitted and if so, the division in which the returns were sent.

d. Whether any penal action or proceeding for the recovery of Sales Tax is pending. e. The name and address of Branches if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of applicant:

Address:

Date:

(To be filled up by the Assessing authority)

In my opinion, the applicant mentioned above has been doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax - Officer
Deputy Asst.

Note :- A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place

ANNEXURE: E
DECLARATION

I/We, sole proprietor/Managing Partner/Managing Director of M/S_____ having its Registered Office at _____ and its Factory Premises at _____ do hereby declare that I/We have carefully read all the conditions of tender **NIT/JKMSCL/IV Fluids/FFS/2016/_____** **Dated:**_____ for the procurement of IV Fluids (FFS Technology packed) for the period 2016-17, floated by the Jammu & Kashmir Medical Supplies Corporation Ltd., Srinagar/Jammu and I/We do accept(s) all conditions of Tender document including amendments of the tender, if any, published by the Corporation.

I/We declare that I/we possess the valid manufacturing/import license and GMP certificate as per revised Schedule-M issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act,1940 (as amended from time to time) and the Rules made there under. 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.

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

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 5 years in case, any information furnished by us proved to be false at the time of inspection or otherwise and not complying the conditions as per Schedule M of the said Act.

Signature: Seal
Name & Address:

To be self attested and duly Notarised.

ANNEXURE-F

PERFORMANCE STATEMENT
(ATTACH SEPARATE SHEET FOR EACH PRODUCT QUOTED)

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

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

S No	Batch Number	Date	Batch size (in term of units)	Quantity	Date/ month of sales	Quantity returned/rejection	Complaints/ Declared as NSQ after sales etc. if any	Remarks
Year 2013-14								
Year 2014-15								
Year 2015-16								

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

Certified true statement of productions

Signature and seal of the Bidder

Attested by the Public Notary

ANNEXURE-G

(On firm's letter head)
ANNUAL TURN OVER STATEMENT
[Ref. Clause No. 6(ix)]

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.	2013-14	-
2.	2014-15	-
3.	2015-16	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Note:- Turn over for the year 2015-16 may also be considered , if the accounts are audited and certified by C.A.

Date

Signature of the bidder

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

Annexure- K

UNDERTAKING REGARDING VALIDITY OF QUOTED RATES: -

I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of One year from the date of issuance of first purchase order and I/We shall abide by the same fully

Name & signature of the authorized
Signatory of the firm/Partner of the firm
/ Director/ Proprietor with seal

Place & Date

Annexure- L

**SAMPLE OF AFFIDAVIT TO BE SUBMITTED ON NON-JUDICIAL PAPER OF RS. 10/-
DULY ATTESTED BY PUBLIC NOTARY/OATH COMMISSIONER**

That I/We M/s Address
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.

Name & signature of the authorized
Signatory of the firm/
Partner of the firm / Director/ Proprietor with seal

Annexure-M

**SAMPLE OF AFFIDAVIT TO BE SUBMITTED ON NON-JUDICIAL PAPER OF RS. 10/-
DULY ATTESTED BY PUBLIC NOTARY/OATH COMMISSIONER**

That I/We M/s Address
certify that my / our firm has never been blacklisted in the past by any Govt. department/Govt. undertaking/any other agency.

Name & signature of the authorized
Signatory of the firm/Partner of the firm
/ Director/ Proprietor with seal

Place

Date

ANNEXURE-N
DETAILS OF MANUFACTURING UNIT

Name of the Bidder & Full Address :
PAN Number :
Phone Nos. :
Fax :
Website :
E-Mail :
Date of Inception :
Drug Manufacturing License No.& Date :

Issued by :
Valid up to :
Contact person :
Designation :
Phone No. :
Mobile No. :
E-mail :

Note:

** The details of manufacturing unit shall be for the premises where items quoted are actually manufactured*

ANNEXURE-N-I

(Letter of Authorization by original Manufacturer/ Direct importer for Authorizing Dealer/ supplier for JKMSCL)

(On the letterhead of manufacturer and notarized)

Authorization of Bidder by the Firm

The Managing Director,
Jammu and Kashmir Medical Supplies Corporation Limited,
J&k.

Subject: Regarding authorization of bidder by the firm Ref.: your NIB

Noí í í í . dated í í í ..

Name of itemsí í í í í í í í í í í í .

Dear sir,

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

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

I/we also hereby extend our full consent, as applicable as per bid conditions of contract, read with Modifications /addendum, if any, in the conditions of contract for the goods and services offered for supply by

the authorized bidder/signatory against this bid document.

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

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

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

Yours faithfully,

(Name & signature of Chairman).....

For M/s

AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....(Signature, Name & address).....



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar

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

ANNEXURE- O

FINANCIAL BID FOR QUOTED ITEM

S. N.	Name Item With full Specification	Item Code	Unit	Basic Rate / Unit	Excise duty	VAT	Freight charges	Any other taxes	Total Rate / Unit
1	2	3	4	5	6	7	8	9	10
1.									
2.			Do not quote rates here.						
3.									
4.									

Date

Signature
Name in Capitals
Company /Firm Seal

Note: -

1. The concessional CST against c- form shall be applicable.
2. The final rate quote should be inclusive of all taxes. Excise, Sales Tax and entry tax should be shown separately.
3. Excise component should be separately shown in column no.6 for further reference
4. Rate should be quoted only single unit
5. No quantity or cash discounts should be offered.
6. Read all the terms & conditions before filling the Annexure-D.
7. Please quote rates in absolute amount only.
8. **Please don't write Rs. 00.00 against the items for which you don't wish to quote; instead, do write "Not Quoted" against the said item; as the system takes Rs. 00.00 as L1.**

ANNEXURE-P
PACKING SPECIFICATION

I. SCHEDULE FOR PACKAGING-GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (ie., product + inner carton + corrugated box.)
2. All Corrugated boxes should be of 'A' grade paper ie., Virgin.
3. All items should be packed only in first hand boxes only.
4. All containers and closures, which come in direct contact with the drug, shall comply with specification stipulated in the Indian Pharmacopoeia/any recognized Pharmacopoeias and Bureau of Indian Standards.

FLUTE:

5. The corrugated boxes should be of narrow flute.

JOINT:

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

STITCHING:

7. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

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

TAPE:

9. Every box should be sealed with gum tape bearing re named the bidder running along the top and lower opening.

CARRY STRAP:

10. Every box should be strapped with at least two nylon carry straps (they should intersect).

LABEL:

11. Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicating that the product is for "J&K Govt. Hospital Supply ó Not for Sale" (in cyan blue colour background) and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters as depicted in Enclosure II to Annexure VI of this document.

Note:

The name of the drug shall be written on the label in Bold capital letters of at least font size 20' in Times New Roman

OTHERS:

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

II. SPECIFICATION FOR THERMOCOOL BOXES HOLDING INJECTABLE (IN VIALS AND AMPOULES)

- (1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the cold temperature throughout the period of transit.
- (2) The thermo cool box should be packed with sufficient number of cold packs to maintain the desired temperature for the entire contents throughout the period of transit.
- (3) Only first hand thermo cool boxes should be used.

Annexure Q-I
[On Rs. 100/- Non-Judicial Stamp Paper- "Affidavit"]

Agreement : 1

(For Manufacturers/ Direct Importers only)

This deed of agreement is made on this day of 2016 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Plot No. 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, 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 (herein after referred to as "Second Party"(Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party)) have agreed to supply to First Party (Purchaser), IV Fluids (Form-Fill-Seal (FFS) Technology packed) 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 performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the scheduled attached as per clause 11 of the tender document in the form 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 IV fluids for Jammu & Kashmir Medical Supplies Corporation Limited (Annual Rate Contract for twelve (12) months period, extendable for another three (03) months with mutual consent) (NIT/JKMSCL/IV Fluids/FFS/2016/ _____), dated _____; and technical bid opened on _____, 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 IV Fluids on terms and conditions set forth in the agreement.

2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force up to a period of twelve (12) 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 schedule attached here to indicates 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 IV Fluids on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state 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/ payment clause 17 of the tender document and deduction and penalties as per the clause 18 & 19 of the tender document.

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, losses, 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, binding 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 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 appellate authority and decision of said authority shall be final.

11. All terms and conditions of the NIT shall be the part of this agreement.

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

Jammu & Kashmir Medical Supplies Corporation Ltd
(First Party)

(Signature, Name & full Address with stamp

Witness (Signature, Name & Address)

1.

2.

Represented by

General Manager (Adm)/ JKMSCL
(Signature, Name & full Address with Stamp)

Witness (Signature, Name & Address)

1.

2.

Annexure Q- II

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

Agreement : 2

(Tripartite Agreement for Authorized Agents/ Dealers/ Facilitators)

This deed of agreement is made on this day of 2015 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Administration) having its registered office at Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu Corporate Office Kashmir: 121, Green Avenue, Hyderpora, Opp. Al-Farooq Masjid, Srinagar (herein after referred to as "First Party"(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract), M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as "Second Party"(Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract) and M/s (Authorized agent/ dealer/ facilitator) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at (herein after referred to as "Third Party"(Authorized Agent/ Suppliers/ Dealers) of Second Party, which term shall include its successors representative, heirs, executors and administrators unless excluded by the contract).

Whereas the (Original Manufacturer/ Direct Importer) (Second Party/ Third Party (Authorized agents/ dealer)) have agreed to supply to First Party (Purchaser), IV Fluids (Form-Fill-Seal (FFS) Technology packed) with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party/ third party have agreed to deposit

performances security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the scheduled attached as per clause 11 of the tender document in the form of bank guarantee for the due and faithful performance of this agreement, to be forfeited in the event of Second Party/ Third Party failing duly and faithfully to perform it. Now these presents witness that for carrying out the said agreement in this behalf into execution the Second Part/ Third Party, and the First Party (Purchaser) do hereby mutually covenant, declare, contract and agree each of them in the manner following, that is to say,

1. The term "Agreement", wherever used in these connection shall mean and includes the terms and conditions contained in the invitation to bid floated for the rate contract cum supply for medicines and fluids for Jammu & Kashmir Medical Supplies Corporation Limited (Annual Rate Contract for twelve (12) months period, extendable for another three (03) months with mutual consent) (NIT/JKMSCL/IV Fluids/FFS/2016/_____, dated _____ and technical bid opened on _____ , the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

2.1. The agreement is for the supply, by the Second Party/ Third Party (Suppliers) to the First Party (Purchaser), of the Medicine & Fluids on terms and conditions set forth in the agreement.

2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force upto a period of twelve (12) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party/ Third Party.

2.3. The bid quantity noted against each item in the scheduled attached here to indicates only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period indicated in clause 2.2 above. This quantity may increase or decrease at the discretion of the First Party. The Second Party/ Third Party (Supplier) shall make supplies of the Drugs, Medicines and Fluids on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the state of Jammu and Kashmir.

2.4. The Second Party/ Third 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.

3. AUTHORIZED AGENTS/ DEALERS OF SECOND PARTY:

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

3.2. The Corporation under such arrangements shall have a right to secure confirmation to authority of suppliers from Second Party before releasing the payments.

3.3. The release of payment shall be as per terms and conditions/ payment clause 17 of the tender document and deduction and penalties as per the clause 18 & 19 of the tender document.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

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

5. TERMINATION OF CONTRACT ON BREACH OF CONDITION.

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

5.2. In case the Second Party/ Third Party fails, neglects or refuse to observe, performs, fulfill and keep, or any one or more or any part of any one of covenants, stipulation and provisions herein contained, it shall be lawful for the First Party on any such failure, neglect or refusal, to put an end to this agreement and there upon on every article, cause and thing herein contained on the part of First Party shall cease and be void and in case of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party/ Third Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, losses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Part/ Third Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.

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

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

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

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

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

on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8.1. In case Third Party, (Authorized Agent/ Dealer/ facilitator- clause 3) at any time during the continuants of the contract become bankrupt or insolvent or commits any act of bankrupt or insolvency either provisions of any law in that behalf for the time being in force, or should compound with his creditors, the Second Party, (Original Manufacturer/ Direct Importers) shall be bound to continue with the supplies directly for the First Party till the completion of contract otherwise it shall be lawful for the purchase to put an end to the agreement and thereupon every article clause and thing herein contained to be operative as part of First Party, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

9. SERVING OF NOTICE TO SUPPLIER

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

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

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

12. All terms and conditions of the NIT shall be the part of this agreement.

Authorized Agent/ Dealer
(Third Party)
(Signature, Name & full Address with stamp)
Witness (Signature, Name & Address)
1.

Original Manufacturer/ Direct Importer
(Supplier)
(Second Party)
(Signature, Name & full Address with stamp)
Witness (Signature, Name & Address)
1.

2.

2.

Jammu and Kashmir Medical Supplies Corporation Ltd. (First Party)
Represented by
General Manager (Adm)/ JKMSCL
(Signature, Name & full Address with Stamp)
Witness (Signature, Name & Address)
1.
2.

Guidelines for Registration/ Empanelment are as under:

1. The registration fees of Rs. 10,000/- (Rs Ten thousand only) for the Original Manufacturer, Direct Importers, Authorised Representative(s), Agent(s) and Dealer(s) of various Original Manufacturers/ Direct Importers and Rs. 5,000/- (Rs. Five thousand only) per group by SSI Units of J&K state only, associated with the production/business of **IV Fluids (FFS Technology packed)**, shall have to be paid in the form of Demand Draft only drawn on any scheduled/ nationalised bank in favour of Jammu and Kashmir Medical Supplies Corporation Limited payable at Jammu/ Srinagar.
2. Manufacturers/ firm placed abroad shall have to pay in INR equivalent to 1,000/- dollars (One thousand dollars only) for direct participation in any of the bidding process for the supply of IV Fluids (FFS Technology Packed) to JKMSCL in the form of Demand Draft only as given in condition No. 1 above.
3. The registration with regard to IV Fluids (FFS Technology Packed) shall be valid for a period of one year from the date of issuance of registration no./ certificate which shall further be renewed thereafter keeping in view the genuineness / performance of firms/ bidders with regard to timely and quality supply of the items ordered for, by JKMSCL.
4. The registration fees shall be **NON-REFUNDABLE**.
5. The registration/ empanelment shall in no case be renewed for the original manufacturer(s), Importer(s), Authorised Representative(s), Dealer(s), Agents and Suppliers, which are/were declared as defaulters on one or more grounds including non compliance / delay in the supply of items or any of the Central/ State Government procuring agency(ies) or any other Corporation with Union of India.
6. The authorised representative(s), dealer(s), supplier(s), agent(s) blacklisted/ debarred for any default(s) with regard to its authorisation/ representation or otherwise, by/ for any of the original manufacturer(s)/ Importer(s) shall not be allowed to register / for renewal of registration.
7. Firms / bidders i.e. Original Manufacturers (including SSI units of J&K State), Direct Importers and their Authorized representatives, agents and dealers shall have to submit documents as per the details mentioned below along with an application for registration on the letter head of the company / duly signed and sealed by the proprietor / Managing Director / Chairman / Authorized Signatory.

Note: In case of Authorized Signatory, latest original letter of Authorization (issued not before one month) authenticating the signatures and photo of the authorized signatory shall also have to be enclosed along with the application.

1	Format regarding original Manufacturer /Direct Importer
2	Documentary evidence for the constitutions of firm & article of association of company.
3	The instruments such as power of attorney, resolution of board etc.
4	Duly attested photocopy of License issued by the Licensing Authority/import license Form 10.
5	Market Standing Certificate issued by the Licensing Authority Not Less than Three Years, duly notarized.
6	Non Conviction Certificate issued by the Drugs Controller (Latest).
7	Good Manufacturing Practices Certificate/ISO/WHO/CGMP.
8	Product permission of quoted Products by the licensing authority.
9	Detail of Warehouses.
10	Details of Technical personnel employed in the manufacture and testing.
11	Details of Manufacturing Unit.
12	Cold Chain Transporting System Declaration.
13	Proforma for Performance Statement.

14	Annual Turnover Statement for Last 3 Years duly attested by CA.
15	Copies of balance sheet & profit loss account for three years duly attested by CA.
16	Sales Tax/VAT clearance certificate.
16	Copy of PAN Card of firm.
17	Copy of TIN No.
18	Latest Income Tax Return of financial year.
Dealer	
1	Letter of Authorization from the original Manufacturer/ Direct Importer with attested sign /photo of authorized signatory.
2	Photocopy of valid Drug License issued by Licensing Authority.
3	Non Conviction Certificate Drug controller/Licensing Authority.
4	Constitution of the firm.
5	PAN Card.
6	Pertaining to manufacturing documents.

ANNEXURE-S

DECLARATION

I/We M/s. _____ represented by its Proprietor / Managing Partner
/ Managing Director having its Registered Office at
_____ and its Factory Premises at
_____ do hereby declare that I/We have carefully read all the conditions
for maintaining the cold chain of the drugs during transporting mentioned in clause 5.2.3 of tender No.
NIT/JKMSCL/IV Fluids/FFS/2016/ _____ **Dated :** _____ for supply of **IV Fluids (FFS
Technology packed)** for the period 2016-17 floated by the J&K Medical Supplies Corporation Ltd.,
Srinagar/Jammu and accepts the condition.

I/we also declare that the products shall be provided with temperature variation indicators like Fluids vial monitors
or each container of a consignment shall be provided with data loggers for recording the temperature conditions
during transit, the software of which shall be provided to all the warehouses

I/We agree that the Tender Inviting Authority rejecting the consignment, forfeiting the Security Deposit and
blacklisting me/us, if the condition of cold chain transportation is not complied with.

Signature :

Seal

Name & Address

ANNEXURE-T

CERTIFICATE

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 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.

Signature: Seal

Name & Address:

Dated:

ANNEXURE – V

Details Manufacturer / Direct Importers Format

Name of the Tenderer & Full Address :

PAN Number :

Phone Nos. :

Fax :

Website :

E-Mail :

Date of Inception :

Drug manufacturing/ Dealing License No.& Date :

Issued by :

Valid up to :

Contact person :

Designation :

Phone No. :

Mobile No. :

E-mail :Note:

** The details of manufacturing unit shall be for the premises where items quoted are actually manufactured*

Annexure-W

Format-Authorized Representatives/Agents of Original Manufacturer/Direct Importer

To

Dear Sir,

Bid Reference No:

I/ We _____ the Original Manufacturers/ Direct Importers of having factories/ Registered office at _____ possessing Manufacturing/ Import License No _____ (Copy enclosed), do hereby authorize M/s _____ (Name _____ and _____ Address of authorized Representative) to submit a bid, and subsequently negotiate to raise invoice to receive payments on behalf of our firm, subject to the condition that I / we, the original Manufacturer/Direct Importer of the bidding items and our authorized representative/ Agent M/s _____ are ready to execute Tripartite agreement with the Corporation i.e., JKMSCL stating inter-alia that:-

1. The invoice submitted by the distributor for such supplies shall be endorsed by me /us i.e. the original Manufacturer/Direct Importer of bidding items and original copy of the delivery challan of Manufacturer towards distributor for such supplies shall also be endorsed along with invoice submitted by our Authorized Representative.
2. JKMSCL, may secure an e-mail /alternative confirmation for authenticity of such supplies from Manufacturer/Direct Importer, before releasing the payment, which we are committed to provide.
3. The payment shall however be released on the terms and conditions of tripartite agreement to be signed between JKMSCL, Original Manufacturer / Direct Importer and the authorized representative of Original Manufacturer / Direct Importer of the bidding items for such supplies made by the authorized representative, on behalf of me / us
4. No company or Firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender for the state of J&K.

I / we, further agree to comply with the conditions specified under Clause2 (a) Eligibility Conditions, of the tender document.

We hereby extend our full guarantee and warranty as per the tender conditions for the goods offered for supply against this invitation for bid by the above Firm.

Yours faithfully

(Name)

For and on behalf of M/s _____

(Name of Manufacturer / Direct Importer)

Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed and sealed by the Proprietor/ Managing Director of the firm/ authorized signatory and shall have to be duly notarized.

(On firm's letter head)

Format of Affidavit for EM-II

(T&C No. 6 (v), 11(iii))

(On Non Judicial Stamp Paper of Rs.10/-)

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

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

Place _____

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

Annexure X (a)

Latest Existence Certificate to be issued by the Competent Authority.

FORMAT FOR REGISTRATION OF MANUFACTURERS / SSI UNIT

1. **Name of the Firm** _____
(In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)
2. **Address**_____
3. a) **Contact No. L. Line** _____ **Mob** _____ b) **email ID** _____
4. **Group Registration** _____
5. **Registration No:-**
 - a) With Department of Industries & Commerce
(SSI Units of J&K Only) _____
 - b) With Sales Tax Department _____
 - c) With Excise Department (GOI) _____
 - d) Any other _____
6. **Registration fee (in the form of Demand Draft drawn on any scheduled/Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

D.D. No _____ **Bank Drawn From** _____

IFSC Code _____ **Date of drawal** _____

valid upto _____

NOTE: Format shall have to be annexed along with written request on Letter Head duly signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/ bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

7. CHECK LIST:

1	Format regarding original Manufacturer /Direct Importer
2	Documentary evidence for the constitutions of firm & article of association of company.
3	The instruments such as power of attorney, resolution of board etc.
4	Duly attested photocopy of License issued by the Licensing Authority/import license Form 10.
5	Market Standing Certificate issued by the Licensing Authority Not Less than Three Years, duly notarized.
6	Non Conviction Certificate issued by the Drugs Controller (Latest).
7	Good Manufacturing Practices Certificate/ISO/WHO/CGMP.

8	Product permission of quoted Products by the licensing authority.
9	Detail of Warehouses.
10	Details of Technical personnel employed in the manufacture and testing.
11	Details of Manufacturing Unit.
12	Cold Chain Transporting System Declaration.
13	Proforma for Performance Statement.
14	Annual Turnover Statement for Last 3 Years duly attested by CA.
15	Copies of balance sheet & profit loss account for three years duly attested by CA.
16	Sales Tax/VAT clearance certificate.
16	Copy of PAN Card of firm.
17	Copy of TIN No.
18	Latest Income Tax Return of financial year.

Sig. of Authorized Signatory of firm/ Bidder along with Seal.

8. **Certified that the information(s) furnished above is/are correct and nothing has been concealed to best of my knowledge. I/we shall be held personally responsible for any wrong information(s).**

FORMAT FOR REGISTRATION OF DEALERS / IMPORTER

1. **Name of the Firm** _____
(In case of authorized representative/agent/dealers; Please mention the name of the authorizing firm also with details indicating the authority to authorize the representatives/ agent/ dealers etc.)
2. **Address** _____
3. a) **Contact No. L. Line** _____ **Mob** _____ b) **email ID** _____
4. **Group Registration** _____
5. **Registration No:-**
 - a) With Department of Industries & Commerce (SSI Units of J&K Only) _____
 - b) With Sales Tax Department _____
 - c) With Excise Department (GOI) _____
 - d) Any other _____
6. **Registration fee (in the form of Demand Draft drawn on any scheduled/ Nationalized Bank in favour of J&K Medical Supplies Corporation Limited payable at Jammu/Srinagar.**

D.D. No _____ **Bank Drawn From** _____

IFSC Code _____ **Date of drawal** _____

valid upto _____

NOTE: Format shall have to be annexed along with written request on Letter Head duly signed and sealed by the Proprietor/Managing Director/Chairman/Authorized signatory of the firm/bidder. In case of authorized signatory, letter of authorization shall have to be enclosed, indicating Name, Address, Mobile No. Photograph and Signatures duly attested by Proprietor/Managing Director/Chairman of the firm/bidder.

7. CHECK LIST:

Dealer	
1	Letter of Authorization from the original Manufacturer/ Direct Importer with attested sign /photo of authorised signatory.
2	Photocopy of valid Drug License issued by Licensing Authority.
3	Non Conviction Certificate Drug controller/Licensing Authority.
4	Constitution of the firm.
5	PAN Card.
6	Pertaining to manufacturing documents.

Sig. of Authorized Signatory of firm/ Bidder along with Seal.

8. **Certified that the information(s) furnished above is/are correct and noting has been concealed to best of my knowledge. I/we shall be held personally responsible for any wrong information(s).**

(On Firm's letter head)
Memorandum of Appeal

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

Before the..... (appellate authority)

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

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

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

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

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

6. Ground of appeal:

.....

.....

..... (supported by an affidavit)

7. Prayer:.....

.....

.....

Place

Dated

Appellant's signature

(On firm's letter head)

General Manager (Adm),
 J&K Medical supplies Corporation,
 Jammu / Srinagar (J&K)
 Telephone no.0191-24xxxx/ 0194-
 Fax no.

Subject: - Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: _____
 RATE CONTRACT NO & DATE _____

NAME OF ITEM _____

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

(SIGNATURE OF SEAL OF FIRM)

NOTE:-

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