



NOT TRANSFERABLE

JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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

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

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

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

COVID SUPPLIES



**E-BID FOR THE FINALIZATION OF RATE CONTRACT FOR SUPPLY OF
“ANTI VIRAL MEDICINES-COVID-19”**

(REFERENCE NO: JKMSCL/ANTI VIRAL MEDICINES/2020/410

DATED: 05 -08--2020

LAST DATE OF SUBMISSION OF ONLINE BIDS:

11-08-2020 upto 1200 hrs



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No. JKMSCL/Anti Viral Medicines-Covid-19//2020/410

Dated: 05-08-2020

NOTICE INVITING BID

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of **"ANTI VIRAL MEDICINES-COVID-19"** from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com.. The cost of the tender along with tender processing charges of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through NEFT in the Corporation's Bank Account No.0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account No. or by submitting a **Call Deposit Receipt(CDR) valid at Call** in favour of FA/Chief Accounts Officer JKMSCL drawn on any of the Scheduled/Nationalized bank Payable at Jammu/Srinagar.

- i. Scanned copies of Bank transfer/deposit receipt of cost of tender documents and Tender Processing charges and EMD in the shape of FDR/CDR shall have to be uploaded along with Technical Bid.
- ii. However Call Deposit Receipt, valid at call, in case of cost of tender documents, tender processing charges and Earnest Money Deposit in the shape of FDR/CDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/Srinagar before the last date/time of bid submission

Sd/-

Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.



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No. JKMSCL/Anti Viral Medicines-COVID-19/2020/410

Dated: **05 -08-2020**

NOTICE INVITING BID (NIB)

1. e-bids are invited under two covers from Original Manufacturers /Direct Importers / Authorized Representatives by Jammu and Kashmir Medical Supplies Corporation Limited, Opposite State Motor Garage, near Haj House Bemina Srinagar / Temp. Address Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu for finalization of Rate Contract for the procurement of "**Anti Viral Medicines-Covid-19**" as per Annexure C.
2. The Bid is for finalization of Rate Contract only for a period of six months.
3. Detailed particulars of the bid documents & specifications of items may be downloaded from J&K Govt. e-tendering portal www.jktender.gov.in or JKMSCL website: www.jkmsclbusiness.com;
4. The bid shall only be submitted through e-procurement portal of J&K Government i.e. www.jktenders.gov.in.
5. Call Deposit Receipt valid at call received after the specified time and date shall not be accepted and the bid shall be rejected
6. The technical bids shall be opened at Corporate Office of JKMSCL at Jammu in the presence of the Bidders or their representatives who may wish to be present.
7. No queries / representations shall be entertained after the clarification end date.

Sd/-

Managing Director

Jammu & Kashmir Medical Supplies Corporation Ltd

INSTRUCTIONS TO BIDDERS

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

1. “Bidder should be Original manufacturer/Direct importer having **own original valid drug manufacturing/import license/Loan license** issued under the provisions of Drugs and Cosmetics Act 1940 (as amended from time to time). Importers should possess valid sale license. However **authorized representative of original manufacturer/ direct importer, can also participate in the bidding after having authorization on Annexure J, followed by tripartite Agreement with original manufacturer/ direct importer as one of the parties, responsible to ensure the execution of quality supply(ies), against the supply order(s)issued on his/her behalf.**”
2. Certificates/Licenses/Documents which are required should be complete and updated.
3. Tender charges, Bid processing fees and Bid Security (EMD) is **non-refundable except Bid Security.**
4. 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
5. **In case bidder is given any assurance of any advantage in JKMSCL, by anybody or if you are directly or indirectly threatened or intimidated of harming your bidding & subsequent work in JKMSCL, please inform immediately about the same to MD, JKMSCL or GM (Drugs) in writing. The complaint should be accompanied with evidence of such unfair activity of such person(s) so that action can be taken against such person(s)/institution(s) and their details can be put on the website.**
6. Original Manufacturer / Direct Importer should authorize only those persons for bidding directly for them who are employed in their company on salary basis. However, Original Manufacturer(s)/ Direct Importer(s) can authorize a Representative(Authorized representative) to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL respectively by pledge before the Notary/ self attested, as per Annexure J.
 - 6.1 The Original Manufacturer/Direct Importer can authorize only one Representative for JKMSCL. In case the Original Manufacturer/Direct Importer authorize more than one Representative to represent the Original Manufacturer/Direct Importer for bidding / raising invoice / receiving payments, etc. the bid submitted by/on behalf of Original Manufacturer/Direct Importer shall be rejected.

6.2 The Original Manufacturer/Direct Importer and Authorized Representative shall have to enter into bipartite agreement with JKMSCL.

7. Correspondence with the corporation regarding these bids by the authorized signatory of the firm shall only be entertained..
8. The technical bids shall be opened at Corporate Office Jammu/Srinagar of JKMSCL
9. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites www.jktenders.gov.in; Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
10. JKMSCL shall have right to take consent from L2, L3, L4 etc. bidders to match their rates as L1 matched rates, **to draw parallel rate contract** so as to ensure the regular supply
11. In case JKMSCL decides to place order at matched L1 rates, the ratio of placement of orders shall be as per the Standard Procurement Procedure, approved by the BoDs, JKMSCL.
12. If the rates of L1 bidders found to be ineligible and inappropriate against any item, JKMSCL has right to reject the rates of said bidder and appropriate action shall be initiated against such bidder for quoting ineligible rates and JKMSCL also has right to take the rates of L2 bidders for such item.
13. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to supply the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-supply / delayed supply shall not be entertained.
14. In case of wrong quoting, (or) if successful bidder refuses (or) fails to execute the supplies on the basis of wrong quoting of rates or otherwise, the bidder shall be penalized with forfeiting of amount equivalent to the Performance security for the said product (or) debarring/ blacklisting of firm for that particular product(s) for a period not less than 02 years (or) both as deemed fit by TIA i.e. MD, JKMSCL.

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

Sd/-

Managing Director
Jammu & Kashmir Medical Supplies Corporation Ltd



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(Bid form is non-transferable)

BID FORM FOR RATE CONTRACT OF “ANTI VIRAL MEDICINES-COVID-19”

BID REFERENCE. No.. JKMSCL/Anti Viral Medicines-COVID-19/410 **Dated:** 05 -08-2020

Date of publication of e-bid	: 05-08-2020 at 1600 hrs
Start date and time for download of bid document	: 05-08-2020 at 1700 hrs
Last date and time for download of bid document	: 10-08-2020 upto 1600 hrs
Clarification start date	: 05-08-2020 at 1700 hrs
Start date and time for submission of online bids	: 05-08-2020 from 1700 hrs
Last date and time for submission of online bids	: 11-08-2020 upto 1200 hrs
Date and time for online opening of technical bids	: 11-08-2020 at 1400 hrs
Tender Charges	: Rs. 1000/-
Tender Processing charges	: Rs. 9000/-

An amount of Rs.10,000.00 (Rupees Ten thousand only), comprising of cost of Bid document as Rs.1000.00 (Rupees one thousand only) & Bid Processing charges as Rs.9000/- (Rupees Nine thousand only) shall have to be paid either through NEFT in the Corporation's bank **A/C No-0373040500000032** maintained at J&K Bank Medical College Jammu, **IFSC Code JAKA0MEDJAM** or by depositing the amount directly into the above account no. or **by submitting a Call Deposit Receipt (CDR) valid on call** in favour of FA/Chief Accounts Officer JKMSCL drawn on any of the Scheduled/Nationalized bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar.

- i. Scanned copies of Bank transfer/deposit receipt of cost of tender documents and Tender Processing charges and EMD in the shape of FDR/CDR shall have to be uploaded along with Technical Bid.
 - ii. However Call Deposit Receipt, valid at call, in case of cost of tender documents, tender processing charges and Earnest Money Deposit in the shape of FDR/CDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/Srinagar before the last date/time of bid submission
1. Bid Security (EMD) :
- i. Rs 1,00,000/- for general bidders
 - ii. Firms which are registered as MSME Unit(s) shall be considered for Exemption of bid security including tender charges of Rs. 1000/- as per provisions of MSME Policy. Tender Processing charges of Rs.9000/- is to be paid by the MSME Unit(s) also.

8. ADDRESS FOR COMMUNICATION:

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

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

ANNEXURE-A1

Declaration Form cum check list

(on letter Head of the Bidder duly sealed and signed)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the bid floated by M.D., Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the Rate Contract Cum Supply of **“Anti Viral Medicines-COVID-19”** and agree to abide by all the Terms & Conditions set forth therein/SPP.

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

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

S.No	Item	Page No.
1.	Bid security in the shape of FDR for Rs.1,00,000 (One lakh) For General Bid Security for MSME Units is exempted	
2.	a) For General Cost of Tender documents =Rs.1000/- Tender Processing charges=Rs.9,000/- Total =Rs.10,000/- b) For MSME Units Cost of Tender document- Exempted Tender processing charges= Rs.9,000/- Total = Rs.9,000/- (Through/CDR/NEFT)	
3.	Nature of the Firm/Public Company/Private Company/Partnership / Proprietorship/Any other with Documentary proof issued by the competent Authority.	
4.	Average Annual Turnover Statement not less than 20 crores of the bidder (Original Manufacturer/Importer) for Last 3 financial Years from Chartered Accountant with UDIN (2016-17, 2017-18 & 2018-19) .	
5.	Copies of Audited Balance Sheet & Profit Loss Account for last three financial years from Chartered Accountant (2016-17, 2017-18 & 2018-19) .	
6.	Latest Non Conviction Certificate issued by the Licensing authority of the respective state /UT (Issued not before 6 months).	
7.	Valid Drug Manufacturing License/Loan License along with subsequent renewals, if any	
8.	Valid Drug sale License along with subsequent renewals, if any.	

9.	Valid CGMP as per revised Schedule "M" / WHO format.	
10.	Product permission by the licensing authority for the quoted products by the original manufacturer(s)/Loan Licensee.	
11.	Letter of acceptance of Terms and conditions of e-NIT duly signed by the bidder.	
12.	Import License on Form 40 & registration approved by CDSCO	
13.	Authorization from principal manufacturer / Importer (On the letterhead of Principal manufacturer / Sole Importer) / In case authorization to the bidder is furnished by the Sole Importer/Indian Subsidiary, document confirming authorization from foreign Principal Manufacturer in favour of Indian Subsidiary/Sole Importer is to be submitted).	
14.	Copy of GST Registration Certificate of bidder	
15.	Latest GST Return of the bidder	
16.	Copy of the PAN Card of the bidder	
17.	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL.	1..... (Name & Signature) 2..... 3.....
18.	Specify point of supply with full Address. NB: Specifying of point of supply does not means authorization to raise, invoice and receive payments on behalf of bidder(s)	Full Address.....
19.	List of Items (Annexure A) highlighting the items quoted by the bidder mentioning the principal manufacturer of each quoted item.(Compulsory)	
20.	Bipartite Agreement for Authorized Agents/ Dealers/ Facilitors on Rs.100 Non judicial stamp paper ((Annexure O)	

Date

Name and Signature of Bidder with seal

ANNEXURE-B

TERMS & CONDITIONS OF BID AND RATE CONTRACT:

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

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

A. General terms & conditions:-

1. E-Tender shall have to be downloaded by or before **the notified date and time** on JK portal www.jktenders.gov.in for finalization of Rate Contract for the Supply of **“Anti Viral Medicines-COVID-19”** for a period of six months.
2. **Eligibility Criteria:-** The bidder i.e. **Original Manufacturer(s) / Direct Importers with an Average Annual Turnover as mentioned in Checklist, for the last three financial years, shall be eligible to participate in the bid.**
Note: The turnover Clause applies to **Original Manufacturer(s) / Direct Importers**, in case the authorized dealer bids on behalf of Manufacturer/Direct Importer
3. Supplies shall be affected directly by the Original Manufacturers/ Direct Importers, besides through their Authorized representatives(s). Bidder should have the permission to manufacture the item(s) quoted as per specification(s) given in the tender, from the competent authority.
4. Original Manufacturer / Director Importer should authorize only those persons for bidding directly for the Original manufacturer / Direct Importer who are employed in their company on salary basis. However, Original Manufacturer(s)/ Direct Importer(s) can authorize a Representative (Authorized representative) to bid, co-ordinate, raise bill and receive payment(s) etc on behalf of Manufacturer(s)/ direct Importer(s), for/with/to and from JKMSCL
 - a. Only those Original Manufacturer / Director Importer and Authorized Representatives shall be permitted to enter into Tripartite Agreement who shall fill and upload (Letter of Authorization) along with e-bid. No representation /change of Dealership etc. shall be entertained thereafter.
 - b. Authorization duly pledged, signed and sealed 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.
5. **Bids shall have to be submitted / uploaded on J&K tender portal, www.jktenders.gov.in only. Bidders shall have to submit financial instruments in physical form as hard copy. The Bidder**

who will be declared as L1, after opening of financial bid shall have to submit hard copies of technical bid documents.

6. The Bidder should submit along with the bids the relevant Documents/certificates for the items Bids as per check list at Annexure A1.

NOTE:

- a. All above mentioned documents must be notarized / self attested with seal and signature before submission.
 - b. All attested document must be submitted in English language. If the documents are not in English, they **should be translated in English & attested by authorized translator**. Translated copy along with copy of original document must be submitted.
 - c. The point of supply within the Union Territory of Jammu & Kashmir or out of J&K UT should be specified.
 - d. Tender will be liable for outright rejection if:-
 - i. any rates are disclosed in cover (A).
 - ii. any discounts / special offers are made in cover (A)
 - e. If any of the above cited item(s) / certificate(s) / document(s) etc are not submitted along with the tender, the bid will be considered as non-responsive.
 - f. **GST** should **be** mentioned clearly & separately
7. Financial Bid duly filled giving the rates for Quoted items should be submitted through portal www.jktenders.gov.in (**only on BOQ**). **It should not be disclosed in Technical bid.**
8. **The required financial instruments (Bid / Tender charges, Bid Security) shall be submitted** through CDR/NEFT only (For EMD, FDR/CDR/BG shall be accepted). Technical bid shall be opened on scheduled date. 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.
9. 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.
10. The Bidder shall sign the bid for match each page and at the end in token of acceptance of all the terms and conditions of the Bidder and then scanned copy be uploaded on e-portal.
11. **BID SECURITY:**
- a. Bid shall be accompanied with an Earnest Money Deposit as indicated against each, with minimum of Rs. 1,00,000/- (Rupees One Lac only). Earnest Money deposit may be submitted / deposited before the last date & time of Bid submission. The Bids submitted without sufficient bid security will be summarily rejected.
 - b. **Refund of bid security:-** The bid security of unsuccessful Bidders shall be refunded within 30 days after finalization of the tender. However, in case of successful bidders it shall be refunded only after the signing of agreement and furnishing of requisite performance security.

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

12. 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 the Bidder does not deposit the security money after the supply order is given.
- iii. When he fails to submit samples of quoted item on demand or extended time by competent authority on the request of the Bidder.
- iv. When Bidder violates the any terms & conditions of the tender document.

13. GUARANTEE CLAUSE:-

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

- 14. 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.

15. 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 and those of other firms / companies not entitled to Price Preference, the element of GST shall be excluded.
- (ii) Delivery should be given as directed by M.D., Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar at different place in the UT of Jammu and Kashmir and rate must be quoted accordingly; the Corporation will not pay any extra carriage or transportation charges.
- (iii) Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including GST on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) The rates should be confined as far as possible to the packing units mentioned in the Catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected.
- (v) The 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.
- (vi) 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.
- (vii) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than **three** years. In case, any bidder(s) quoted less rate / wrong rate, he shall be personally responsible for the same and no representation on this account shall be entertained. In such case, the firm / bidder shall be liable to be blacklisted / debarred for the particular item for a period not less than **three** years besides forfeiting of EMD equivalent to the contract value of that particular item.

16. SUPPLIES SCHEDULE:-

1. Minimum 40% of the ordered quantity shall have to be supplied within 10 days of Purchase order whereas the supplies shall have to be completed 100 % within 30 days of placement of supply order, keeping in view the urgency of situation of COVID-19 pandemic the period of supply can be reduced.
2. The purchase order shall be liable to cancellation if the delivery schedule is not strictly followed.
3. The supplied Drugs and Medicines (covered in SCHEDULE- P of Drugs and Cosmetics Rules, 1945) shall have a shelf life period as prescribed in the schedule and in respect of all other items of drugs, a period of minimum 2 years from the date of manufacture. All items of Drugs supplied should retain prescribed Quality & maximum potency throughout the shelf life as specified in the official monograph and should have minimum 80% (eighty percent) shelf life from the date of manufacture when supplied to the Corporation.
4. Supplies are to be delivered at F.O.R. Regional Drug Ware Houses JKMSCL & respective GMC DWH.

17. SUPPLY ORDERS:

- a. All the supply orders will be placed directly to the bidders by M.D, JKMSCL/ GM (P&S) JKMSCL through registered post / e-mail / any communication media and the date of dispatch or any communication media date, will be treated as the date of order for calculating the period of execution of goods deliveries.
- b. The consignee for supplies shall be the M.D / GM(P&S), JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the Union Territory of Jammu and Kashmir.
- c. 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.
- d. The supply commitment may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be consider by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10th of each month to the department.

18. Cold chain transporting system

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

be provided with data loggers for recording the temperature conditions during transit, the software of which also should be provided to all the warehouses.

19. TERMS OF PAYMENT:-

- a. No advance payment will be made to the Bidder.
- b. On receipt of the prescribed consolidated invoice duly stamped and signed by authorized signatory and Analytical Laboratory Test Report regarding quality, the payment can be considered.
- c. The in-charge of District Drug Warehouse (DDW) shall acknowledge the items received & ensure entry in respective records in e-Aushdhi software online.
- d. All bills/ Invoices should be raised in triplicate and in the case of excisable items the bills should be drawn as per Central Excise Rules in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at DDW:
 - i. Certificate of analysis/test report done by NABL Accredited Drug Testing Laboratory/Central Drug Testing Laboratory for each batch of the drug supplied.
 - ii. The challan /invoice copy pertaining to DDW
 - iii. 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.

20. 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 Union Territory/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.
21. 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/ Union Territory 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.
22. In case of any enhancement in Goods & Service Tax (GST) due to notification of the Govt. after the date of submission of Bids and during the Bid period, the quantum of additional GST so

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

23. LIQUIDATED DAMAGES:

- a. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- b. In case of extension in the delivery period with liquidated damages, recovery of liquidated damages shall be made at the rate of 0.25% per day for every day of delay subject to maximum of 10%.
- c. Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of hindrances beyond the control of the Bidder, the extension in delivery period may be granted without Liquidated Damage.
- d. Delay beyond the stipulated maximum delivery period i.e. beyond 60 days shall be construed as unexecuted supply and would invite penalty of 20%

24. REJECTION:

- ➔ Articles not as per specification/ or not approved shall be rejected by the department and will have to be replaced by the supplier / firm at its own cost within the time limit fixed by the corporation.
- ➔ All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., JKMSCL, (J&K) as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- ➔ If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., JKMSCL shall be final.
- ➔ The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case

shall be responsible for any loss, damage, shortage that may occur while it is in their premises.

25. VALIDITY OF TENDER:

Tender shall be valid for a period of Six months from the date of issuance of Rate Contract and may be extended for further 90 days with mutual consent of JKMSCL and firms.

26. 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.

27. 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.

28. FALL CLAUSE:-

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

29. SMALL GRIEVANCE

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

29. ARBITRATION

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

30. Amicable Settlement: Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively "dispute") by giving a written notice to the other party, which shall contain

- i. a description of the dispute
- ii. the ground for such dispute
- iii. all written material in support of its claim

31. The other party shall, within thirty days of issuance of dispute notice issued furnish:

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

- II. All written material in support of its defences and counter claim
32. Within thirty days of issuance of notice by any party both the parties shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.
33. Dispute Resolution: Besides, as referred above any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the Union Territory of Jammu and Kashmir.
- (i) If Bidder supplied to or have Rate contract of quoted items with any other Govt. institutions within Six months, he should provide copies of purchase orders, invoices and rate contract, if asked for.
- (ii) Bidder shall not make any supply on the RC of JKMSCL to any of the Institute / department within the Union Territory 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 (Drugs), JKMSCL.
34. All correspondence in this connection should be addressed to the Managing Director, JKMSCL **Plot no 58, Friends colony, Satyam Road, Trikuta Nagar, Jammu**
35. 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.
36. 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
37. 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.
38. 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.
39. 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.

40. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.
41. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
42. **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 Union Territory of Jammu and Kashmir only.
43. **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.
44. **Any condition(s) which may be left out in this tender document, the same condition(s) shall also constitute the part of this tender document as per its mention in SPP of JKMSCL.**
45. **APPLICABILITY OF CLAUSES:-**All the above clauses and their Annexures, Formats & Enclosures are applicable for the tendered items.

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

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

B. Special Terms and conditions:-

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

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

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

Signature

Date

Name in Capitals

Company /Firm Seal

List of Items**Annexure A****“ANTI VIRAL MEDICINES-COVID-19”**

S.No	ITEM CODE	NAME OF THE ITEM	UNIT
1.	AVM-001	Inj.Remdesivir Lyophilized powder for injection 100mg/vial	Each vial
2.	AVM-002	Tab. Favipiravir 400mg	Per tablet
3.	AVM-003	Tab. Favipiravir 200mg	Per tablet
4.	AVM-004	Inj. Tocilizumab 400mg/20ml	Each vial

SUPPLIES SCHEDULE:-

1. Minimum 40% of the ordered quantity shall have to be supplied within 10 days of Purchase order whereas the supplies shall have to be completed 100% within 30 days of placement of supply order
2. The purchase order shall be liable to cancellation if the delivery schedule is not strictly followed.
3. The supplied Drugs and Medicines (covered in SCHEDULE- P of Drugs and Cosmetics Rules, 1945) shall have a shelf life period as prescribed in the schedule and in respect of all other items of drugs, a period of minimum 2 years from the date of manufacture. All items of Drugs supplied should retain prescribed Quality & maximum potency throughout the shelf life as specified in the official monograph and should have minimum 80% (eighty percent) shelf life from the date of manufacture when supplied to the Corporation.
4. Supplies are to be delivered at F.O.R. Regional Drug Ware Houses JKMSCL & respective GMC DWH.

ANNEXURE –B

Declarations and Undertaking

On letter Head f the Manufacturer

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

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

2. We certify that the rates (of quoted item) are reasonable and not sold on lower rates to anyone than charged from JKMSCL.
3. (a) We do hereby undertake that our company/firm has not been black listed/banned/debarred by Union Govt. or any Union Territory Govt. or their subordinate departments from participation in bidding.
- (b) We do hereby declare that our company/firm has been black listed/banned/debarred by..... (Name of Govt./Deptt.) and detailed information is as given below:
- (i.) Cause of black listing/banning/Debarring.
 - (ii.) For which item.....:
 - (iii.) Period of black listing/banning/Debarring.
 - (iv.) Latest Status of black listing/banning/Debarring.
- 4 We hereby confirm that we have deposited all the GST tax as on dated with the concerned authority/department. No GST is due on the firm as on dated
- 5 We hereby undertake that we have sufficient production capacity and resources to meet timeline of estimated tendered quantity.

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal

Place :

Date :

(Original manufacturer/Direct Importer)**AFFIDAVIT**

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

DECLARATION FORM

I/We..... **(Original manufacturer / Direct Importer)**
having our office at..... **(Address of Original manufacturer/Direct Importer)** and Manufacturing Unit at.....do
declare that I/We have read all the Terms & Condition of the bid invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Rate Contract of "**Anti Viral Medicines-COVID-19**", have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of Original manufacturer/Direct Importer.

1. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /Ltd. Firm.
2. That neither our Firm nor our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any state Govt. or Govt. of India or its enterprise on the date of bid submission on the ground of submission of fake or forged documents or false information / facts, or for supply of "**Anti Viral Medicines-COVID-19**" in India.
3. I/ we hereby declare that:
 - a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - b) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the Union Territory Government or any local authority as specified in the Bidding Document;
 - c) I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
 - d) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
4. I/we certify that there has been no reduction in sale price of the stores identical to the stores supplied to the JKMSCL under the contract herein and such stores have not been offered/sold by me/us to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or Union Territory Government, as the case may be upto the date of the bill/date of completion of supplies at a price lower than the price charged to JKMSCL under the contract.
5. That I/We has/have furnished the correct information in the tender and I/We shall be solely responsible and liable for punitive action for wrong/false information if found to have been submitted in the tender apart from forfeiture of EMD & performance security.
6. I/We declare that the financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We am / are aware that the Financial bid is liable to be rejected if it contains any counter / other condition.

7. I / We do hereby declare that I / We shall supply the items as per the designs given in Tender Document and as per the instructions given in this regard.
8. I/We agree that the M.D. JKMSCL, (J&K) may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.
9. I/We hereby undertake that the rates quoted in financial bid shall remain valid for a period of Six months from the date of issuance of first purchase order and I/We shall abide by the same fully.
10. I/We do hereby understand and agree that in event of I/We failing to adhere to the GMP norms at any stage when the contract is in operation, the bid will be rejected/contract will be terminated and where the failure is observed after conclusion of the contract, I/We will be liable for blacklisting according to provisions of this tender.
11. I/We declare that we possess all the legal license(s)/permits for manufacture and supply of the product(s) quoted; that we possess all the necessary facilities for the production, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life and we shall maintain all the documents including raw data records. I/We understand and agree that in event of I/We failing to provide such facilities, adopt proper procedure or maintain proper documents, I/we will be liable for all penal actions such as rejection of bid, termination of contract and blacklisting
12. I am/ We are aware of Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/ or Security Deposit and blacklisting me/us for a period of 3 years in case, any information furnished by us proved to be false at the time of inspection or otherwise and not complying the conditions as per GMP Guidelines.
13. I/we declare that I/we use approved, safe & tested raw materials including excipients (as per Rule 169 of the Drugs & Cosmetics Rules,1945) from NABL accredited Laboratory.
14. I/we declare that the test report is obtained for each batch of the finished product w.r.t. composition of active ingredients, from NABL accredited laboratory.
15. I/we declare that I/we have not been found guilty of supplying any "**Anti Viral Medicines-COVID-19**" in the last three (03) years

(Deponent)

Signature

Date:

Name of the Firm:

Office Seal:

Verification

I.....S/o.....(Designation)..... Prop/
Partner/ Director of Firm M/s Address

Affirm on oath that the contents/information from para 1 to 15 as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to cancel the Bid and forfeiting the earnest money deposit and or performance security, for which I shall be solely responsible and the laboratory / firm may be Debarred/Banned/ prosecuted for the same.

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

ANNEXURE-I(i)

(Authorized Representative)

AFFIDAVIT

(on Non Judicial Stamp Paper/ Letter Head)

DECLARATION FORM

1. I/We..... (Authorized Representative) having our office at..... (Address of Authorized Representative) do declare that I/We have read all the Terms & Condition of the bid invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Rate Contract of “Anti Viral Medicines-COVID-19” have agreed to abide by all the Terms & Conditions of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of **Authorized Representative of the manufacturers M/s** _____.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /Itd. Firm.
3. That neither our Firm nor our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any Union Territory/State Govt. or Govt. of India or its enterprise on the date of bid submission on the ground of submission of fake or forged documents or false information / facts, or for supply of “Anti Viral Medicines-COVID-19” in India.
4. I/ we hereby declare that:
 - e) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - f) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State/ Union Territory Government or any local authority as specified in the Bidding Document;
 - g) I/we are not insolvent, in receivership, bankrupt or being wound up. not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
 - h) I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
5. I/we certify that there has been no reduction in sale price of the stores identical to the stores supplied to the JKMSCL under the contract herein and such stores have not been offered/sold by me/us to any person(s)/ organization(s) including the purchaser or any statutory undertaking of the central or Union Territory/State Government, as the case may be upto the date of the bill/date of completion of supplies at a price lower than the price charged to JKMSCL under the contract.
6. That I/We has/have furnished the correct information in the tender and I/We shall be solely responsible and liable for punitive action for wrong/false information if found to have been submitted in the tender.
7. I/We declare that the Financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We am / are aware that the Financial bid is liable to be rejected if it contains any counter / other condition.
8. I / We do hereby declare that I / We shall supply the items as per the designs given in the Tender Document and as per the instructions given in this regard.
9. I/We agree that the M.D. JKMSCL, Jammu / Srinagar (J&K) may forfeit bid security and or

performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, Annexure-B and other relevant documents.

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

11. I/We declare that we possess all the legal license(s)/permits for supply of the product(s) quoted; that we possess all the necessary facilities for the supply, have adopted proper procedure for control of all activities to ensure proper quality of product(s) during its/their shelf life . I/We understand and agree that in event of I/We failing to provide such facilities, adopt proper procedure or maintain proper documents, I/we will be liable for all penal actions such as rejection of bid, termination of contract and blacklisting

12. I am/ We are aware of Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/ or Security Deposit and blacklisting me/us for a period of 3 years in case, any information furnished by us proved to be false at the time of inspection or otherwise.

(Deponent)

Signature

Date:

Name of the Firm:

Office Seal:

Verification

I.....S/o.....(Designation)..... Prop/ Partner/
Director of Firm M/s Address Affirm on oath that
the contents/information from para 1 to 12 as mentioned above, are true & correct to the best of
my knowledge and nothing is hidden. I also declare on oath, that if any information furnished by
me as above is found wrong, false, forged or fabricated; the Corporation will be at liberty to
cancel the Bid and forfeiting the earnest money deposit and or performance security, for which I
shall be solely responsible and the laboratory / firm may be Debarred/Banned/ prosecuted for
the same

(Name of Deponent & Signature)

ATTESTED BY NOTARY PUBLIC

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

ANNEXURE – J

(On the letterhead of manufacturer and notarized)

Authorization of Bidder by the Firm

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

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

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

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

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

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

This authorization shall be valid till the completion of the rate contract period and related shelf life
of the drug etc., whichever is later.

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

The attested photocopy of document for authorized bidder to participate on our behalf 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: Temp. Address Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu

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

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

ANNEXURE-M

FINANCIAL BID FOR QUOTED ITEM

Sl. No.	Item Description	Item Code	Unit	BASIC RATE In Figures To be the Rs.	GST			Any other taxes (if any)	Total Amount With	Total amount	TOTAL AMOUNT In Words
					IGST	SGST	CGST				
1	2	3	4	5	6	7	8	9			
1.											
2.	Do not quote rates here.										
3.											
4.											

Signature

Date

Name in Capitals

Company /Firm Seal

Note: -

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

(On Firm's letter head)

Performa for the bidder for declaring items quoted in the Tender

S. No.	Item Code	Name of the Item	Mfg. By	Mfg. License No.	Product permission	Any other
1.	AVM-001	Inj. Remdesivir Lyophilized powder for injection 100mg/vial				
2.	AVM-002	Tab. Favipiravir 400mg				
3.	AVM-003	Tab. Favipiravir 200mg				
4.	AVM-004	Inj. Tocilizumab 400mg/20ml				

Necessary documents, in claim of above are uploaded with the bid.

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

This deed of agreement is made on this day of 2020 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager (P&S) having its registered office at 1st Floor, Drug Store Building, Govt. Medical College, Jammu (Temporarily shifted to Plot No:58, Friends Colony, Satyam Road, Trikuta Nagar, Jammu / Opposite State Motor Garage, near Haj House Bemina Srinagar (herein after referred to as "First Party" (Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract), M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as "Second Party" (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract)

Whereas the (Original Manufacturer/Direct Importer/ Authorized Representatives) (Second Party) have agreed to supply to First Party (Purchaser), the Drugs, IV Fluids with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party have agreed to deposit performance security to first party, equivalent to 5% of the tentative cost/ contract value (rounded to the nearest round number) in the scheduled attached as per 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 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 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 Drugs, IV Fluids for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Six months period, extendable for another three (03) months with mutual consent), the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.
- 2.1. The agreement is for the supply, by the Second Party (Suppliers) to the First Party (Purchaser), of the Drugs, 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 six months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.
- 2.3. The bid quantity noted against each item in the scheduled attached here to indicate only the probable/ tentative total requirement of the First Party in respect of each item for the agreement period. This quantity may increase or decrease at the discretion of the First Party. The Second Party (Supplier) shall make supplies of the Drugs, IV Fluids on the basis of Purchase order only placed on him/her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the 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.
3. The release of payment shall be as per terms and conditions/ payment clause of the tender document and deduction and penalties as per the penalty clause of the tender document.

4. SUPPLIES ON THE RATE CONTRACT OF JKMSCL:

The Second Party 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, 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 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) as performance security and cancel the contract.
- 5.2. In case the Second 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 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 (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 (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. 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.

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

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 (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.

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

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

Witness (Signature, Name & Address)