

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
(Temporary shifted to Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu)

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

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

NON-TRANSFERABLE



E-BID FOR THE RATE CONTRACT FOR SUPPLY OF AYURVEDIC / UNANI CLASSICAL & PATENT MEDICINES FOR THE YEAR 2024-26

E BID FOR THE PROCUREMENT OF AYURVEDIC / UNANI CLASSICAL & PATENT MEDICINES FOR THE YEAR 2024-26

Reference No: JKMSCL/Ayd/Unani/ Med/2024/626

Dated: 25-05-2024

LAST DATE OF SUBMISSION OF ONLINE BIDS:

06-07-2024 upto 1630 hrs

Important Note:

Each Page of E-Bid should be properly page marked and index with page number should be placed at the front of the e-bid. All documents requested in "Annexure –A", should be reflected in the column mentioned against each (Page No _). Any deviation shall result in rejection of the bid and the bidder shall be solely responsible for the same.



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
(Temporary shifted to Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu)
Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)
Corporate Office Kashmir: Opposite State Motor Garages near Haj House Bemina, Srinagar

Reference No: JKMSCL/Ayd/Unani/ Med /2024/626

Dated: 25-05-2024

NOTICE INVITING BID

- i. On Behalf of The Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover 2) is invited for the finalization of Rate Contract for the procurement of **Ayurvedic / Unani Classical & Patent Medicines** for the year 2024-26 from the Original Manufacturers/Authorized Representatives. 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 fee 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 fee shall have to be paid either through **NEFT/RTGS** in JKMSCL 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 payable at Jammu/Srinagar (**IMPS money transfer shall not be entertained**).
- ii. Scanned copies of Bank transfer/deposit receipt or NEFT towards the cost of tender documents and Tender Processing charges shall have to be uploaded along with Technical Bid, failing which tender shall be outrightly rejected.
- iii. EMD for Rs.1,00,000 (One Lac only) as Bid security for General in shape of FDR pledged to Financial Advisor/CAO, JKMSCL or through NEFT in the Corporation's Bank Account No.0373040500000032.
- iv. Micro Small and Medium Enterprises (MSME) units of UT of J&K are exempted from submission of Bid Security (EMD)
- v. **Not to submit the hard copy of technical bid physically.**

Sd/-

Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.



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
(Temporary shifted to Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu)

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

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

No JKMSCL/Ayd/Unani/Med/2024/626

Dated: 25-05-2024

NOTICE INVITING BID (NIB)

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Rate Contract for the procurement of “**Ayurvedic / Unani Classical & Patent Medicines**” for the year 2024-26 from the Original manufacturers / Direct importers/ Authorized Representatives of the manufacturers/ direct importers. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com. The cost of the tender along with tender processing charges of Rs.10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through **NEFT/RTGS only** in the Corporation’s Bank Account No. 0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM or by **depositing the amount directly into the above Account No.** along with the submission of requisite valid documentary proof.

- **IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be outrightly rejected.**
- **DD as mode of payment for cost of tender/tender processing fees/Bid Security shall only be entertained if the same is deposited physically against proper receipt in the Corporate Office of JKMSCL, before the closing due date of e-bid.**
- **Bid Security Rs. 1,00,000.00 in the form of FDR/CDR/BG/RTGS/NEFT (FDR/CDR from scheduled/Nationalized Bank / BG from Nationalized Bank) with validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. Firms which are registered as MSME Units of UT of J&K shall be considered for Exemption of bid security including tender fee of Rs. 1000/-. Tender Processing charges of Rs. 9000/- is to be paid by the SSI Unit(s) of UT of J&K.**
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be outrightly rejected.
- The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to be uploaded along with Technical Bid, failing which bid shall be outrightly rejected.
- No queries/representations shall be entertained after the clarification end date.

Sd/-

Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd.

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

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



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
(Temporary shifted to Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu)**

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

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

(Bid form is non-transferable)

BID FORM for RATE CONTRACT FOR SUPPLY OF AYURVEDIC / UNANI CLASSICAL & PATENT MEDICINES FOR THE YEAR 2024-26

Bid No JKMSCL/Ayd/Unani/ Med /2024/626

Dated: 25-05-2024

- | | |
|---|--|
| 1. Date and time of publishing the bid | : 05-06-2024 at 1600 hrs |
| 2. Start date and time for download of the bid document | : 05-06-2024 at 1630 hrs |
| 3. Last date and time for download of the bid document | : 04-07-2024 upto 1600 hrs |
| 4. Clarification Start date | : 05-06-2024 from 1630 hrs |
| 5. Clarification end date | : 12-06-2024 upto 1000 hrs |
| 6. Pre-bid Meeting | : 12-06-2024 at 1100 hr
at Conference Hall JKMSCL, Jammu/Srinagar |
| 7. Start date and time for submission of online bids | : 15-06-2024 from 1000hrs |
| 8. Last date and time for submission of online bids | : 04-07-2024 upto 1630 hrs |
| 9. Date & time of online opening of Technical Bids | : 06-07-2024 at 1100 Hrs |
| 10. Cost of Tender Document | : 1000/- |
| 11. Tender Processing charges | : 9000/- |

The cost of the tender along with tender processing charges of Rs. 10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through NEFT in the Corporation's Bank Account No.0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no. **(IMPS money transfer shall not be entertained)**

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

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

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

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

11. ADDRESS FOR COMMUNICATION:

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

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

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 invalid:

1. “Bidder should be Original manufacturer/Direct importer having own original valid drug manufacturing license. However **authorized representative of original manufacturer can also participate in the bidding after having authorization on Annexure “N”, followed by tripartite Agreement with original manufacturer 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. Do not quote the products manufactured on Loan license basis/P2P Arrangement (Principle-to-Principle Arrangement).
3. Certificates/Licenses/Documents, which are required, should be complete and updated.
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. A Pre-Bid Meeting shall be held at 1100 Hrs on 03-06-2024 in the Conference Hall of JKMSCL Corporate Office, Plot No 58, Friends Colony, [Satyam Road, Trikuta Nagar Extension, Jammu/Opposite State Motor Garages near Haj House Bemina](#), to clarify the issues and to answer the queries on any matter that may be raised at that time of pre-bid meeting in reference to tender. The issues to be raised during pre-bid meeting should be referred by the bidder to MD JKMSCL / GM (P&S) JKMSCL, in writing at least three days before the pre-bid meeting, so that these could be properly scrutinized. Representation(s) regarding issues and queries which are discussed in pre bid meeting shall be submitted within two days after pre bid meeting. Representation(s) received after two days of pre bid meeting 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.
6. In case the bidder is given any assurance of any advantage in JKMSCL by anybody or if the bidder is directly or indirectly threatened or intimidated of harming his bidding & subsequent work in JKMSCL, the same may please be informed immediately to MD JKMSCL or GM (Adm) JKMSCL 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.
7. Original manufacturer should authorize only those persons for bidding directly for them, who are employed in their Company on salary basis. However, Original Manufacturer(s) can authorize a Representative (Authorized representative) to bid, coordinate, raise bill and receive payment(s) etc on behalf of Original Manufacturer(s), for/with/to and from JKMSCL respectively, by pledge before the Notary.
 - 7.1 Authorization pledged before the Notary should be forwarded with Company’s letter head duly signed and sealed by MD/Chairman/ Proprietor/ company’s designated signatory, further attesting the photo and signatures of Authorized Representative (in original).
 - 7.2. Original Manufacturer should not authorize their Representative (Authorized

Representative) to make any declaration(s), which are mandatorily be signed & sealed by the MD/Chairman/ Proprietor/ company's designated signatory as per terms & conditions / requirements of the tender document.

7.3 The Original Manufacturer can authorize only one Representative for JKMSCL. In case the Original Manufacturer authorize more than one Dealer /Supplier to represent the Original Manufacturer for bidding / raising invoice / receiving payments, etc. the bid submitted by/on behalf of Original Manufacturer shall be rejected.

7.4 The Original Manufacturer and Authorized Representative shall have to enter into tripartite agreement with JKMSCL in reference to 7.1 to 7.3 above.

8. Correspondence with the Corporation regarding the bids shall only be entertained through the Authorized Signatory of the firm.
9. The technical bids shall be opened at Corporate Office Jammu/Srinagar of JKMSCL in presence of the Bidders or their representative who wish to be present.
10. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites www.jkmscl.nic.in, www.jktenders.gov.in. Similarly, information regarding L-1 shall also be provided to bidders on above websites. **No bidder shall be informed individually.**
11. It is clarified that the information required in bidding document should be submitted only in Annexures (A to P) without any change or modification in its formats. Bids submitted with changed or modified Annexures / format shall be rejected.
12. 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.
13. Wrong quote shall in no case, be permitted. Action as per terms & conditions shall be initiated in case of wrong quote.
14. The Samples of the Ayurvedic / Unani Classical & Patent Medicines shall be asked only from those Original Manufacturer/ Authorized Representative, who are declared qualified technically by the technical evaluation/advisory committee.
15. Tender charges, Bid processing Charges and Bid Security (EMD) is **non-refundable except Bid Security.**
16. The JKMSCL is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.

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

Sd/-
Managing Director
Jammu & Kashmir Medical Supplies Corporation

ANNEXURE-A

Declaration Form cum check list

(It should be notarized)

I/We..... (Name of Bidder) having our office at..... (Address of Bidder) do declare that I/We have read all the Terms & Condition of the bid invited by M.D (TIA), Jammu & Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar (J&K) for the finalization of the Rate Contract Cum Supply of Ayurvedic / Unani Classical & Patent Medicines, 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 (Original Manufacturer/Authorized Representative). I/We enclose valid Manufacturing license/ acknowledgement/ Memorandum/IEM.

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/EMD (Through FDR/CDR) For MSME Units(UT of J&K)– (Exempted)	
2	Bid / Tender charges (Incl. Tender processing fee) a) For General Cost of Tender documents =Rs.1000/- Tender Processing charges=Rs.9,000/- Total =Rs.10,000/- b) For MSME Units (UT of J&K) Cost of Tender document- Exempted Tender processing charges= Rs.9,000/- Total = Rs.9,000/- (Through NEFT)	
3	Constitution of the firm.	
4	Article of association of company i.e. MOA & AOA of the company and details of registration by registrar of companies i.e. Nature of the Firm/Lab--Public Company / Private Company/Partnership / Proprietorship/Any other with Documentary proof.	
5	Average Annual Turnover Statement not less than Rs 4 crore for Last 3 financial Years, i.e.2020-21, 2021-22& 2022-23 from Chartered Accountant with UDIN	
6	Copies of audited balance sheet & profit loss account for last three financial years from Chartered Accountant i.e. 2020-21, 2021-22& 2022-23	
7	Latest Non Conviction Certificate issued by the Licensing authority AYUSH of the respective state (Issued not before 1 year).	
8	Valid Ayurveda (including Siddha) & Unani i.e. ASU Drug manufacturing License on form 25D along with subsequent renewal (if any) on Form 26D/ Retention of License perpetually issued by the Licensing Authority AYUSH.	
9	Valid GMP Certificate issued on Form 26-E-1 issued by the Licensing Authority	

	AYUSH	
10	Product permission by the licensing authority for the products to be quoted	
11	Valid permission/License for the use of Psychotropic/Narcotic/Wild Life origin substances as ingredient of tendered/quoted medicines from the concerned Authorities if applicable	
12	Latest Income Tax Return of financial year 2022-23.	
14	Market Standing Certificate issued by Chartered Accountant , Not Less than Three preceding Years.	
15	Latest Unit Existence Certificate issued by the competent authority (Issued not before 6 months).	
16	Tender document duly sealed & signed	
17	Drug Manufacturing Unit Registration certificate issued by DIC/Competent Authority for manufacturing of tendered items.	
18	Copy of PAN Card of firm (Self Attested)	
19	Copy of Registration for Goods and Services Tax (GST).	
20	Details of Technical personnel employed in the manufacturing and testing approved by the Licensing Authority AYUSH.	
21	List of standard reference books available with the manufacturer.	
22	Details of self audit/ self regulatory mechanism of manufacturing unit.	
23	Letter of Authorization in case of Authorized representative.	
24	Corrigendum/modification/clarification uploaded with bid document (if applicable)	
25	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.	
26	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.....
27	Declaration cum Checklist (Annexure-A)	
28	Terms & Conditions of bid and Rate Contract (Annexure-B)	
29	List of medicine(Annexure-C) <i>Highlighting the items quoted by the bidder mentioning the principal manufacturer of each quoted item.(Compulsory) (otherwise tender will out rightly be rejected)</i>	
30	Detail of Warehouses of Original Manufacturer/Authorized Representative.(Annexure-D)	
31	Details of Manufacturing Unit. (Annexure-E)	

32	Details of Manufacturer/ Authorized Representative.(Annexure-F)	
33	Perfoma for Performance Statement. (Annexure-G)	
34	Format regarding Authorized Representative of Original Manufacturer. (Annexure-H)	
35	Declaration on Non-Judicial Stamp Paper of Rs. 100/- (Annexure-I)	
36	Perfoma of Financial bid for quoted items. (Annexure-J)	
37	Declaration regarding not quoting the item with ingredients of Psychotropic/Narcotic/Wild Life origin substance. (Annexure-K)	
38	Format of Affidavit for EM-II. (Annexure-L) on Firm's Letter Head	
39	Bipartite/Tri-partite Agreement on Rs100/- non judicial stamp paper (Affidavit) (Annexure-M)	
40	Letter of authorization of the bidder by the firm for tri-partite agreement. (Annexure-N)	
41	Format for Memorandum of Appeal.(Annexure-O)	
42	Format for Consolidated Contract Completion Report. (Annexure-P)	

Note:

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

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 ORGM (Drugs) JKMSCL, BEFORE SUBMITTING BID(S) AND OBTAIN CLARIFICATIONS ON OR **BEFORE 12-06-2024**. THE DECISION OF THE MD, JKMSCL SHALL BE FINAL AND BINDING ON THE BIDDER.

THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

General terms & conditions:-

1. E-Tender shall have to be downloaded by or before **04-07-2024** up to 1600 hrs on JK portal www.jktenders.gov.in for finalization of Rate contract for the Supply of **Ayurvedic / Unani Classical & Patent Medicines** for a period of 24 months.
2. Bids shall have to be uploaded on J&K UT tender portal, www.jktenders.gov.in before **04-07-2024 upto 1630 hrs**.
3. The Original Manufacturer(s) with an **Average Annual Turnover of Rs. 4.00 Crores** for General and Rs 50.00 Lakh for Local MSME Units of UT of J&K, for the last three financial years, shall be eligible to participate in the bid. Supplies shall be affected directly by the Original Manufacturers, besides through Authorized Representatives, strictly as per Point No7{(i) to (iv)} given under the heading **Instructions to Bidder** in the tender.
4. **The Bidder should submit along with the bids the following certificates for the items Bids:-**
 - (i) An amount of Rs. 10,000/- (Rupees Ten thousand only), comprising of cost of Bid document as Rs.1000.00 (Rupees One thousand only) & Bid Processing fee as Rs.9000/- (Rupees Nine thousand only) shall have to be paid either through NEFT in JKMSCL 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 payable at Jammu/Srinagar (**IMPS money transfer shall not be entertained**).
 - (ii) Constitution of the firm.
 - (iii) Article of association of company i.e. MOA & AOA of the company and details of registration by registrar of companies i.e. Nature of the Firm/Lab--Public Company / Private Company/Partnership / Proprietorship/Any other with Documentary proof.
 - (iv) Average Annual Turnover Statement for Last 3 financial Years i.e. 2020-21, 2021-22 & 2022-23 from Chartered Accountant with UDIN
 - (v) Copies of audited balance sheet & profit loss account for last three financial years from Chartered Accountant, i.e. 2020-21, 2021-22 & 2022-23.
 - (vi) Latest Non Conviction Certificate issued by the Licensing authority AYUSH of the respective state (Issued not before 1 year).
 - (vii) Valid Ayurveda (including Siddha) & Unani i.e. ASU Drug manufacturing License on form 25D along with subsequent Renewal (if any) on Form 26D/ Retention of License perpetually issued by the Licensing Authority AYUSH..

- (viii) Valid GMP Certificate issued on Form 26-E-1 issued by the Licensing Authority AYUSH.
- (ix) The firm shall submit Product permission document(s) approved by the licensing authority for the products to be quoted and the items quoted shall be clearly highlighted in the approved list/product permission list.
- (x) The firm shall enclose the Permission/License for the use of Psychotropic/Narcotic/Wild Life origin substances as ingredient of tendered/quoted medicines from the concerned Authorities, if applicable.
- (xi) Latest Income Tax Return Acknowledgement of financial year 2021-22.
- (xii) Market Standing Certificate issued by Chartered Accountant, Not Less than Three preceding Years.
- (xiii) Latest Unit Existence Certificate issued by the competent authority (Issued not before 6 months).

Note: In case the manufacturing unit is more than one (1), Unit Existence certificate along with all other relevant Documents (i.e. GMP, Licence, Registration etc.) shall be enclosed.

- (xiv) Tender document duly sealed & signed.
- (xv) Copy of PAN Card of firm (Self Attested)
- (xvi) Copy of Registration for Goods and Services Tax (GST).
- (xvii) Details of Technical personnel employed in the manufacturing and testing approved by the Licensing Authority AYUSH.
- (xviii) List of standard reference books available with the manufacturer.
- (xix) Details of self audit/ self regulatory mechanism of manufacturing unit.
- (xx) Letter of Authorization in case of Authorized representative.
- (xxi) Corrigendum/modification/clarification uploaded with bid document (if applicable)
- (xxii) Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.
- (xxiii) Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.
- (xxiv) Drug Manufacturing Unit Registration certificate issued by DIC/Competent Authority for manufacturing of tendered items.

(a) For Micro, Small & Medium units (MSME units of UT of J&K only):

Acknowledgement of EM-II for Line of activity and a certificate from DIC/NSIC for the production capacity.

(b) For Medium & Large Units and outside State/India Units:

Unit registration by any other statutory competent authority for manufacturing of the tendered item.

NOTE:

- (A) All above mentioned documents must be duly notarized / attested by Notary public before submission except copy of PAN card & GST No. which shall be self attested. **Un-attested/ Un-notarized copies of such documents shall not be considered valid.**
- (B) All attested document must be submitted in English language. If the documents are not in English, they should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.

- (C) The point of supply within the UT of Jammu & Kashmir or out of J&K UT should be specified.
- (D) Tender will be liable for outright rejection if:-
- (i) Any rates are disclosed in cover (A).
 - (ii) Any discounts / special offers are made in cover (A) or (B)
- (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.

5. Financial Bid duly filled as per **Annexure-'J'** 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.**

6. **BID SECURITY:**

Scanned copies of Bank transfer/deposit receipt of cost of tender documents and Tender Processing charges in the shape of FDR/CDR shall have to be uploaded along with Technical Bid. If the bidder fails to upload the same, technical bid shall not be evaluated.

7. (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. The contractor in respect of the contract shall accept no new partner / partners in the Firm 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.

8. **BID SECURITY:**

- (i) EMD of Rs.1,00,000/- (Rupees One lac only) should be submitted in the form of CDR/FDR/NEFT drawn at any of the scheduled / Nationalized Bank in favour of FA/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.
- (ii) **Partial exemption from bid security:-** Firms which are registered as MSME Units of UT of J&K shall be considered for exemption of Bid Security(EMD) as well as cost of tender document. However, Tender **processing charges of Rs. 9,000/-(Nine Thousand only) shall have to be paid by the MSME Units.**

9. **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 before, extended time by competent authority on the request of the Bidder.
- (v) When Bidder violates any term & condition of the tender document.
- (vi) **The bidders shall be suspended for a period of 2 (Two years) in case of any of the above default.**

10. 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, otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

11. MARKING

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

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

12. RATES AND COMPARISON OF RATES:

Rates shall be quoted as per “**Annexure J**” must be valid for the entire period of the tender.

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

- (i) Comparison of Rates: - In comparing the rates tendered by firm claiming the price preference operating in the UT of J&K and those of other firms / companies not entitled to Price Preference, the element of GST shall be excluded.
- (ii) Delivery should be given as directed by M.D., Jammu & Kashmir Medical Supplies Corporation Ltd. Jammu / Srinagar at different places 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, and incidental or transit charge including GST on the product. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- (iv) The rates should be confined as far as possible to the packing units mentioned in the Catalogue and different rate for different packing should be avoided. In no case the rate should be split up showing the cost of any on the component parts of the specified item. If split price are found, the item may be treated as rejected.
- (v) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates.
- (vi) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (vii) (A) No paper should be detached from the tender form.
(B) The Bidder shall sign with seal on every page of the bid form and Terms and Conditions in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents with page numbering. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- (viii) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.
- (ix) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than **three** years. In case, any bidder(s) quoted less rate / wrong rate, he shall be personally responsible for the same and no representation on this account shall be entertained. In such case, the firm / bidder shall be liable to be blacklisted / debarred for the particular item for a period not less than **three** years besides forfeiting of EMD equivalent to the contract value of that particular item.

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

13. PERFORMANCE SECURITY & AGREEMENT:

- (i) All firms whose offers are accepted will have to deposit a **Performance security equivalent to 3% of contract awarded for each item** in favour 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 FA/Chief Accounts Officer JKMSCL.

- (ii) The supply orders shall only be placed after deposition of appropriate amount of Security Deposit and its adjustment orders by the Corporation.
- (iii) The Corporation will pay no interest on security deposit/Earnest money deposit.
- (iv) Successful Bidders will have to execute an agreement on a Non Judicial Stamp Paper Rs. 100/- in the prescribed form with the M.D, Jammu and Kashmir Medical Supplies Corporation Limited, Jammu / Srinagar and deposit security for the performance of the contract within **15days** from the date on which the acceptance of the tender is communicated to him. However, M.D. JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder. The validity of rate contract under this agreement shall be for a period of twenty four months from the day of issuance of 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.

14. Samples

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

Note: The containers of the medicines in samples should not be

embossed with any name/ logo. The pilferage seal should be a plain seal i.e. without the name or logo of the firm. Those samples shall not be considered & evaluated which are having embossed with any name/ logo.

15. Life Period:-

A) Life periods of different forms of medicines

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

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

16. Quality Assurance of Samples/Supply:

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

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

17. SUPPLY ORDERS:

- (i) All the supply orders will be placed directly online to the successful bidders by JKMSCL besides through registered post or e-mail or any other communication media and the date of dispatch or communication, 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.**
- (ii) The consignee for supplies shall be the M.D, JKMSCL or his designated officer in-charge of any indenting / end user medical institution in the UT of Jammu and Kashmir.

- (iii) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves its right to fix more than one approved supplier to supply the requirement among the qualified Bidders.
- (iv) The supply commitment may be considered for placement of supply orders to firm. The ready stock position of material, if provided by the firm may also be considered by the Corporation for the placement of supply orders in addition to commitments, taking also in view the requirement of Indenting department. Firm may submit ready stock position by 10th of each month to the department.
- (v) The quantity 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.

18. SUPPLY CONDITIONS:

- (i) Purchase orders along with the delivery destinations will be placed on the successful Bidder(s). Supplies of **Ayurvedic / Unani Classical & Patent Medicines** shall initially be for **2 (Two) Divisional Drug Warehouses of JKMSCL F.O.R Stores** at Jammu/Srinagar.
- (ii) 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.
- (iii) **Shelf Life:** The remaining shelf life of the drugs at the time of delivery should be not less than $\frac{3}{4}$ of the labeled shelf life.
- (iv) 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 drugs at the Ware house (destination) specified in the purchase order and if the drugs 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.
- (v) 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 Ayurvedic/Unani Classical medicines for a period of two succeeding year. Further, the Performance Security Deposit of the supplier shall be forfeited.
- (vi) If the Bidder fails to execute the supply within the stipulated time, the ordering authority is at liberty to make alternative purchase of the items of **Ayurvedic / Unani Classical & Patent Medicines**, 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 per terms & conditions mentioned, apart from

terminating the contract for the default and forfeiting the PSD.

- (vii) In case of default as at S.No.(vi) 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.
- (viii) 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.
- (ix) 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 whom so ever to interfere in the management or performance hereof under the power of attorney or otherwise without the prior consent in writing of the Bidder Inviting Authority.
- (x) If the supplier or any approved item 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.
- (xi) In case of wrong bidding, the bidder shall be debarred for particular product for a period not less than five 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 five years besides forfeiting of EMD equivalent to the contract value of that particular item.

19. SUBMISSION OF RETURN AND CONTRACT COMPLETION REPORT:-

(a) Submission of Return:

The firm shall furnish consolidated statement (**Annexure-P**) of supplies made, in enclosed formats to each consignee(s) in statement No.1 and to GM (P&S), JKMSCL by 10th of each month duly verified by the consignee(s). Every time, the statement should contain details of all orders 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-P**) along with his comment to GM (P&S), JKMSCL for monitoring of receipt of supplies.

(b) Submission of Contract Completion Report:-

- i) The consignee should submit the consolidated contract completion report in the prescribed statement (**Annexure-P**) against each order to the GM (Adm), JKMSCL within 45 days of supply/receipt of material.
- (ii) The consignee shall maintain a register for item supplied to him and will monitor receipt of

material, complaints (if any) of defective material, quantity received quality/performance and submission of completion report to GM(Adm), JKMSCL within one months of receipt of material.

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

20. TERMS OF PAYMENT:-

- (i) No advance payment towards costs of drugs, medicines etc., will be made to the Bidder.
- (ii) On receipt of prescribed consolidated invoice duly stamped and signed by authorized signatory and Analytical Laboratory Test Report regarding quality, the payment can be considered.
- (iii) The in-charge of Provincial Drug Warehouse shall acknowledge the drugs received & ensure entry in respective records (in e-Aushdhi software online).
- (iv) All bills/ Invoices should be raised in triplicate for **Ayurvedic / Unani Classical & Patent Medicines**; and forward original invoice with Q.C pass, stock entries to FA & CAO JKMSCL for payment. The bills should be drawn as per GST in the name of the authority as may be designated. The supplier will deliver following document at the time of delivery at Provincial Drug Warehouse.
- a) Batch wise test report from NABL accredited Labs /Govt. of India/Department of AYUSH approved Lab.
- b) The challan /invoice copy pertaining to Provincial Drug Warehouse as per the format given by JKMSCL.
- c) In case the Authorized Representative is bidding, raising invoice, executing supplies & receiving payment(s) on behalf of Original Manufacturer; the invoice shall have to attached with the delivery challan in original, prepared/ issued by the Original Manufacturer for the said consignment/ lot manufactured for JKMSCL.

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

- (v) Payments for supply will be considered only after the receipt of 70% of items of Drugs ordered in the Purchase Order. However, the payment will be released only for the quantity in receipt, provided, the quality test report from approved test laboratories of JKMSCL has been received and found as of **“STANDARD QUALITY”**.
- (vi) If at any time during the period of contract, the price of tendered items is reduced orbrought down by any law or Act of the Central or State/UT Government or by the Bidder himself, the Bidder shall be bound to inform ordering authority of JKMSCL immediately about it. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates. In case the price of a medicine fixed by 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.

- (vii) In case of any enhancement in Goods & Service Tax(GST) due to notification of the Govt. after the date of submission of Bids and during the Bid period, the quantum of additional GST so levied will be allowed to be charged extra as a separate item without any change in the basis of the price structure price of the Drugs approved under Bid. For claiming the additional cost on account of the Increase in GST, the Bidder should produce a letter from the concerned GST authorities for having paid additional GST on the goods supplied to ordering authority and also must claim the same in the invoice separately. Similarly, if there is any reduction in the rate of essential drug, as notified by the Government, after the date of submission of bid, the quantum of the price to the extent of reduction of essential Drug will be deducted without any change in the basic price of the price structure of the drugs approved under the Bid.
- (viii) If in case, JKMSCL is unable to make payment to the supplier within 02 months after being declared to be of standard quality by the QC section of JKMSCL for any specific supplies, no penalty shall be levied on the Supplier while making payment.

21. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply:-
- (a) In case of extension in the delivery period with liquidated damages the Penalty shall be imposed @ 0.25% per day for everyday of delay subject to maximum 10%. Rest of Terms & Conditions shall remain same as per SPP.
- (b) Penalty shall not be imposed if a claim with regard to any supply is complete in all respects i.e. QC verified/Board verified etc is not cleared by JKMSCL within a period of 60 days
- (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) Total Penalty period shall be up to 60 days from the last date of supply period, after which it shall be deemed as unexecuted supply and shall attract penalty @20%.
- (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) 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).

- (vi) Wrong quote shall in no case, be permitted. In case of such quote(s), Action as debarring the supplier for at least 2 years shall be initiated.

22. 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.

23. 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 (wherever 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.

24. 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, 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.

(a) PACKING SPECIFICATIONS:


Schedule for Packaging- General Specifications

1. No corrugate package should weigh more than 15kgs (i.e. product + inner carton + corrugated box).
2. All Corrugated boxed should be of 'A' grade paper i.e. Virgin
3. All items should be packed in first hand boxes only.
4. Flute: The corrugated boxes should be of narrow flute.
5. Joint: Every box should be preferably single joint and not more than two joints.
6. Stitching: Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the comers.
7. Flap: The flaps should uniformly meet but should not overlap each other. The flaps when turned by 45-60° should not crack.

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

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

10. Label: Every corrugated box should carry a large outer label at least 15cms x 10cms dimension clearly indicated that the product is for "JKMSCL HOSPITAL SUPPLY" ()- Not For Sale QC passed" along with below mentioned logogram and it should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box in bold letters. However, in case of imported items (s) / foreign manufactured products, the supplies may be arranged without logogram. No item should mention Market Rates on its labels.

Drug/Item Name:- Composition:-  JKMSCL Hospital Supply 2024-26 Not for Sale (QC Passed)	Batch No- Mfd date- Exp Date-
---	--

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

II. Specifications for Chemicals not more than 25 kg may be packed in a single bag/carton.

Note: The meager quantity for the purpose of exemption from the Artwork shall be the absolute discretion of JKMSCL

(b) **LABELING:**

- Name of the firm.
- Name of the medicine.
- Quantity of the medicine.
- Main composition of the medicine.
- In case of ingredients if mentioned, botanical name, quantity of each ingredient and the part used should be mentioned on the labels
- Manufacturing License
- Batch No.
- Book reference in respect to the adopted formulation.

- Date of Manufacturing and date of expiry.
- Caution: -**“To Be Taken Under Medical Supervision**

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

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

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

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

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

(d) LABEL:

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

(e) OTHERS:

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

(f) SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES

- The total weight of the box should be approx of 7-8 Kgs.
- (g) **SPECIFICATION FOR LARGE VOLUME BOTTLE i.e. above 100 ml & below 1 litre.**
- All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.
- (h) **SPECIFICATION FOR LIQUID 100 ML & BELOW**
- 100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, BOTTOM and centre pad of 3 ply.
 - 50 bottles of 100 ml- 120 ml may be packed in a similar manner in a single corrugated box.
 - 100 Bottles of 25 ml or below may be packed in a single row, 2 - 3 such cartoons in master cartoon.
 - If the bottles are not packed in individual carton, 3-ply partition should be provided between each bottle. The measuring device should be packed individually.

25. REJECTION:

(i) Articles not as per specification/ or not approved shall be rejected by the department and will have to be replaced by the supplier / firm at its own cost within the time limit fixed by the corporation.

(ii) All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be substantiated by documents. The decision of M.D., JKMSCL, (J&K) as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.

(iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by M.D., JKMSCL shall be final.

(iv) The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.

(v) No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited security money as per condition No. 16) Joint inspection of defective material may be carried out as required by the corporation. However, sample of ISI marked material found defective shall be kept by consignee for reference to BIS.

(vi) In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, if the firm has deposited required security deposit as per contract.

(vii) The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible

26. QUALITY TESTING

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

27. 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 (i) and (ii) 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.

28. 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.

29. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER (INCASE 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.

30. PARALLEL RATE CONTRACT:

The JKMSCL is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof. 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 **Ayurvedic / Unani Classical & Patent Medicines** 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 inform the L-1 rate to the Bidders who had qualified for Price Bid (Cover-B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the Bidders, who agree to match L-1 rate, will be considered as Matched L-1.
- (vi) The Bidder, who agrees to match L-1 rate shall furnish the breakup detail (IGST, CGST, SGST 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.
- (xi) 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. It should be at the cost & risk of the approved supplier.
- (xii) 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.

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

31. VALIDITY OF TENDER:

Tender shall be valid for a period of two 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.

32. SUBLETTING OF CONTRACT:

Subletting of 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.

33. ARBITRATION

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

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

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

33.2.2 The other party shall, within thirty days of issuance of dispute notice issued under para 33.2.1, furnish:

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

33.2.3 Within thirty days of issuance of notice by any party pursuant to para 33.2.1 or para 33.2.2 both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.

33.3 Dispute Resolution: Besides, as referred above in para 33.2.3 may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be in the UT of Jammu and Kashmir.

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. (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 UT 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.
36. 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 38 (iii), above.
 - (f) M.D., JKMSCL is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result ill business dealing with it banned.

37. 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.
38. (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.
39. 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.
40. 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.
41. 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 Submission of sealed & signed tender document shall be treated as acceptance all the terms and conditions of the Tender Documents.
42. The MD, JKMSCL may relax or change/ make modifications in terms and conditions in the exigency excluding fundamental changes.
43. **JURISDICTION:-**All actions, legal proceedings and suits arising from or connected to this tender shall be subject to the exclusive jurisdiction of courts in the UT of Jammu and Kashmir only.
44. **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.
45. **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.**
46. **APPLICABILITY OF CLAUSES:-**All the clauses from 1 to 45 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.

Special Terms and conditions:-

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

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 S

Annexure –C

List of Ayurvedic & Unani Classical Medicines

List of Ayurvedic & Unani Classical Medicines				
A	Ayurvedic Classical Medicines			
S.No	S.No	Item Name	Item Code	Packing
1	1	Arogyavardhini Vati	AM001	10 Gms
2	2	Chanderprabha Vati	AM003	10 Gms
3	3	Citrakadi Gutika	AM004	10 Gms
4	4	Kankayan Vati	AM006	10gms
5	5	Kanthsudhar vati	AM007	10 gm
6	6	Khadiradi Gutika	AM008	10 Gms
7	7	Lasunadi Vati	AM010	10 Gms
8	8	Lavangadi Vati	AM011	10gms
9	9	Pranda Gutika	AM012	10 Gms
10	10	Sanjeevani Vati	AM016	10gms
11	11	Sarpangandha Vati	AM017	10 gm
12	12	Shankha Vati	AM018	10 Gms
13	13	Sudarsana Ghana Vati	AM020	10 Gms
14	14	Bilwadi Churna	AM024	25gms
15	15	Haritaki Churna	AM025	25gms
16	16	Kamila Churana	AM027	25gm
17	17	Pusyanuga Churna	AM030	25gms
18	18	Trifla Churna	AM034	25gms
19	19	Candanasava	AM043	200ml
20	20	Lohasava	AM047	200ml
21	21	Sarasvatharishta	AM051	200ml
22	22	Mahamanjishtadi Kwath	AM053	200ml
23	23	Maharasnadi Kwath	AM054	200ml
24	24	Varunadi Kwath	AM055	200ml
25	25	Amritadi Guggulu	AM059	10gms
26	26	Gokshuradi Guggulu	AM060	10gms
27	27	Kaishore Guggulu	AM061	10gms
28	28	Kancanara Guggulu	AM062	10gms
29	29	Maha Yograj Guggulu	AM063	10gms
30	30	Triphala Guggulu	AM065	10gms
31	31	Trayodasanga Guggulu	AM066	10gms
32	32	Yograj Guggulu	AM067	10gms
33	33	Arshkuthar Rasa	AM068	5 Gms
34	34	Chandramrita Rasa	AM069	5gms
35	35	Kamdugdha Rasa	AM071	5 Gms
36	36	Kapura Rasa (Ahifen yukt)	AM072	5 gm
37	37	Mritunjay Rasa	AM073	5 Gms
38	38	Nardiya Laxmi Vilas Ras	AM074	5 Gms
39	39	Shwasa Kuthara Rasa	AM076	5 Gms

40	40	Sootshekhar Ras	AM077	5 Gms
41	41	Jahar Mohra Pishti	AM079	10 Gms
42	42	Kaharuba Pisti	AM081	10 Gms
43	43	Abhrak Bhasma	AM082	10gms
44	44	Mayur Puch Bhasma	AM084	10gm
45	45	Sankha Bhasma	AM085	10gms
46	46	Erand Tail	AM089	50 MI
47	47	Ksirabala Taila	AM090	50 MI
48	48	Marichadya Tail	AM094	50 MI
49	49	Pinda Taila	AM095	50ml
50	50	Sat Giloy	AM100	10gms
51	51	Pancanimba/Panchnimba Churna	AM101	25gms
52	52	Gojihvadi Kvatha Churan	AM103	100gms
53	53	Guduchyadi Kashaya Churna	AM104	100gms
54	54	Navak Guggulu	AM108	10gms
55	55	Anandbhairava Rasa	AM110	5gms
56	56	Ekangveer Rasa	AM111	5gms
57	57	Rasa Manikya	AM114	5gm
58	58	Vatagajankusha Rasa	AM116	5 Gms
59	59	Bakuchi Taila	AM117	50ml
60	60	Erimedadi Taila	AM118	50ml
61	61	Karpooradi Taila	AM120	50ml
62	62	Sahacharadi Taila	AM121	50ml
63	63	Brahmi Churana	AM127	25gms
64	64	Gokshura Churana	AM128	25gms
65	65	Guduchi Churna	AM129	25gms
66	66	Kalamegha Churana	AM130	25gm
67	67	Nimba Churana	AM132	25gm
68	68	Ajmodadi Churna	AM136	25gms
69	69	Amalki Rasayan	AM137	50 Gms
70	70	Bilvadi Leha	AM140	50 Gm
71	71	Drakshavaleha	AM142	50 gm
72	72	Kutajavaleha	AM145	50 Gm
73	73	Trikatu Churna	AM149	25gms
74	74	Trinpanchamula Kvatha	AM150	100 gm
75	75	Agastya Haritaki	AM157	100 Gm
76	76	Trikatu Tab	AM158	40 Tabs
77	77	Abhayadi Modakam	AM159	20 gm
78	78	Akika Pishti	AM160	5 gm
79	79	Apamarga Kshar	AM161	10 gm
80	80	Apamargkshara Taila	AM162	10 ml
81	81	Arka Pudina	AM163	50 ml
82	82	Arka Shatpushpa/ Mishr eyarka	AM164	50 ml

83	83	Ayush Kvatha Churna	AM165	100 gm
84	84	Balachaturbhadra Churna	AM166	25 gm
85	85	Balarishta	AM167	200 ml
86	86	Balashvagand- hadi Taila	AM168	50 ml
87	87	Bhringaraja Tail	AM169	50 ml
88	88	Bilvadi Gutika	AM170	5 gm
89	89	Brahama Rasayana	AM171	100 gm
90	90	Brahmi Ghrita	AM172	100 gm
91	91	Chitraka Haritaki	AM173	100 gm
92	92	Chyavanprash Avaleha	AM174	100 gm
93	93	Dadimadi Ghrita	AM175	100 gm
94	94	Dadimastak Churna	AM176	50 gm
95	95	Dashamula Kvatha Churna	AM177	100 gm
96	96	Dhanvantar Gutika	AM178	5 gm
97	97	Dhanyapanchaka Kashaya Churna	AM179	100 gm
98	98	Drakshasava	AM180	200 ml
99	99	Eladi Churna	AM181	25 gm
100	100	Eladi Gutika	AM182	10 gm
101	101	Gandharvahasta Taila	AM183	50 ml
102	102	Guduchi Sattva	AM184	25 gm
103	103	Guggulutiktaka Ghrita	AM185	100 gm
104	104	Haridrakhanda Paka	AM186	100 gm
105	105	Indu kanta Ghrita	AM187	100 gm
106	106	Indukantam Kashayam Churna	AM188	100 gm
107	107	Jathyadi Ghrita	AM189	100 gm
108	108	Jatiphaladya Churna	AM190	25 gm
109	109	Jirakadyarishta	AM191	200 ml
110	110	Kalyanak Guda	AM192	100 gm
111	111	Kalyanaka Ghrita	AM193	100 gm
112	112	Kapardika Bhasma	AM194	5 gm
113	113	Kasisadi Taila	AM195	25 ml
114	114	Kottamachukkadi Taila	AM196	50 ml
115	115	Ksharsutra	AM197	30 cm thread of 20 No.
116	116	Kshirashatpala Ghrita	AM198	100 gm
117	117	Kushmandaka Rasayana	AM199	100 gm
118	118	Kutajarishta	AM200	200 ml
119	119	Laghu Sutashekhara Rasa	AM201	5 gm
120	120	Laghuvisagar- bha Taila	AM202	50 ml
121	121	Mandur Bhasma	AM203	5 gm
122	122	Mukta Pishti	AM204	2 gm
123	123	Murivenna Tail	AM205	50 ml
124	124	Mustakarishta	AM206	200 ml
125	125	Nalikeranjana	AM207	25 ml

126	126	Narayana Taila	AM208	50 ml
127	127	Nirgundi Taila	AM209	25 ml
128	128	Nisha-Amalaki Churna	AM210	50 gm
129	129	Panchaguna Taila	AM211	50 ml
130	130	Panchamrita Parpati	AM212	5 gm
131	131	Panchatikta Ghrita	AM213	100 gm
132	132	Pancha-vaikala Kashaya Churna	AM214	100 gm
133	133	Pathyadi Kvatha (Shadanga) Churna	AM215	100 gm
134	134	Phala Ghrita	AM216	100 gm
135	135	Phalatrikadi Kvatha Churna	AM217	100 gm
136	136	Pippali Churna	AM218	25 gm
137	137	Pippali mula Churna	AM219	25 gm
138	138	Pippalyadyasava	AM220	200 ml
139	139	Prasarini Taila	AM221	50 ml
140	140	Pravala Pishti	AM222	5 gm
141	141	Puga Khanda/ Supari Paka	AM223	100 gm
142	142	Punarnava Churna	AM224	50 gm
143	143	Punarnava Guggulu	AM225	10 gm
144	144	Rohitakarishtha	AM226	200 ml
145	145	Saindhavadi Taila	AM227	50 ml
146	146	Samshamani Vati / Guduchighana Vati	AM228	5 gm
147	147	Saptavinshati Guggulu	AM229	10 gm
148	148	Sarasvata Churna	AM230	25 gm
149	149	Sarjarasa Malahara	AM231	25 gm
150	150	Sarpagandha- ghana Vati	AM232	5 gm
151	151	Shadanga Kvatha Churna	AM233	100 gm
152	152	Shatavariguda	AM234	100 gm
153	153	Shatavaryadi Ghrita	AM235	100 gm
154	154	Shveta Malaham	AM236	25gm
155	155	Shveta Parpati/ Kshara Parpati	AM237	10 gm
156	156	Somaraji Taila / Bakuchi Taila	AM238	25 ml
157	157	Sphatika Bhasma	AM239	5 gm
158	158	Sukumar Ghrita	AM240	100 gm
159	159	Tiktaka Ghrita	AM241	100 gm
160	160	Triphala Ghrita	AM242	100 gm
161	161	Trivritamul Churna / Trivrita Churna	AM243	25 gm
162	162	Ushirasava	AM244	200 ml
163	163	Vasaguduchyadi Kashaya Churna	AM245	100 gm
164	164	Vasakasava	AM246	200 ml
165	165	Vatavidhavansan Rasa	AM247	5 gm
166	166	Vettumaran Gulika	AM248	5 gm
167	167	Vidanga Churna	AM249	50 gm
168	168	Vyaghri Haritaki	AM250	100 gm
169	169	Yavakshar	AM251	10 gm

B	Unani Classical Medicines			
170	1	Itrifal Mulaiyin	UM104	50gms
171	2	Itrifal-E-Deedan	UM105	50gms
172	3	Itrifal-e- Muqawwi Dimagh	UM107	50gm
173	4	Araq Kasni	UM110	200ml
174	5	Arq Zeera	UM112	200ml
175	6	Araq-E-Mako	UM113	200ml
176	7	Arq-e- Gaowzaban	UM114	200ml
177	8	Araq-E-Ajwayin	UM115	200ml
178	9	Arq -e- Ushba	UM118	200ml
179	10	Jawarish -e- Tamar Hindi	UM121	50gm
180	11	Jawarish-E-Zanjabeel	UM122	50gms
181	12	Jawarish Shahi	UM123	50gms
182	13	Jawarish-E-Mastagi	UM124	50gms
183	14	Jawarish Kamooni	UM125	50gms
184	15	Jawarish-E-Bisbasa	UM126	50gms
185	16	Jawarish-E-Amla Sada	UM128	50gms
186	17	Jawarish-e-Muqawwi -e-Meda	UM129	50gm
187	18	Habb-E-Asgand	UM130	30 Pills
188	19	Habb-E-Musaffi-E-Khoon	UM131	30 Pills
189	20	Habb-e- Azaraqi	UM133	30 PILLS
190	21	Habb -e- Suranjan	UM134	30 PILLS
191	22	Habb-E-Papita	UM135	30pills
192	23	Habb-E-Surfa	UM137	30pills
193	24	Habb-e- Zeeq-u-Nafas	UM138	30 PILLS
194	25	Habb-e- Nazla	UM139	30 PILLS
195	26	Habb-E-Muqil	UM140	30 Pills
196	27	Habb-e- Peechish	UM141	30 PILLS
197	28	Habb-E- Bukhar	UM142	30pills
198	29	Habb-E- Rasaut	UM143	30 Pills
199	30	Habb-e- Yograj Guggal	UM145	30 PILLS
200	31	Habb-e- Mumsik	UM146	30 PILLS
201	32	Habb-e- Jadwar	UM147	30 PILLS
202	33	Habb-e- Muqa-Ui- Meda	UM148	30 PILLS
203	34	Habb-e- Dard- E- Shikam	UM149	30 PILLS
204	35	Habb-e- Bawaseer Damwi	UM150	30 PILLS
205	36	Habb-e- Bawaseer Baadi	UM151	30 PILLS
206	37	Khamira-E-Abresham Sada	UM153	50 Gms
207	38	Khamira Banafsha	UM154	50gm
208	39	Khamira Sandal Sada	UM156	50gm
209	40	Dawa-ul-Misk Motadil	UM157	50 gm
210	41	Raughan Surkh	UM158	30ml
211	42	Raughan-E-Babuna Sada	UM159	30ml

212	43	Raughan –e-Kameela	UM160	30ml
213	44	Raughan-E-Qaranful	UM161	30ml
214	45	Raughan Baize Murg	UM162	30ml
215	46	Raughan –e-Neem	UM163	30ml
216	47	Raughan –e-Qust	UM164	30ml
217	48	Raughan –e-Chameli	UM166	30ml
218	49	Raughan-E-Gul	UM167	30ml
219	50	Raughan-E-Badam	UM168	30ml
220	51	Raughan –e-Bed-Anjeer	UM169	30ml
221	52	Raughan –e-Amla	UM170	30ml
222	53	Safoof-e-Asalsoos	UM173	50 gm
223	54	Sharbat Khaksi	UM174	200ml
224	55	Sharbat-e- Sandal	UM176	200ml
225	56	Sharbat Toot Siyah	UM178	200ml
226	57	Sharbat Belgiri	UM179	200ml
227	58	Sharbat-e- Habul Aas	UM181	200ml
228	59	Sharbat-E-Anjabar	UM182	200ml
229	60	Sharbat-e- Ajaz	UM185	200ml
230	61	Sharbat-E-Banafsha	UM188	200ml
231	62	Sharbat Alu Balu	Um189	200ml
232	63	Sharbat-e- Ward Mukarar	UM190	200ml
233	64	Sikanjabeen Leemoni	UM191	200ml
234	65	Sikanjabeen Nanaie	UM192	200ml
235	66	Zimad Baras	UM193	20gm
236	67	Zimad Rahat	UM194	20gm
237	68	Zimad-e-Mohallil	UM195	20gm
238	69	Tiryaaq-e-Nazla	UM196	50gm
239	70	Qurs-e- Musakkin	UM199	30 PILLS
240	71	Qurs-e- Jeryan	UM200	30 PILLS
241	72	Qurs-e- Marjan Jawahar Wali	UM201	30 PILLS
242	73	Qurs -e- Sailan	UM202	30 PILLS
243	74	Qurs-E-Ziabetus Sada	UM204	30 Pills
244	75	Qurs -e- Hazim	UM205	30 PILLS
245	76	Qurs -e- Kaknaj	UM207	30 PILLS
246	77	Qurs -e- Qushta Abrak	UM208	30 PILLS
247	78	Lauq Katan	UM209	50gms
248	79	Laoq-E-Badaam	UM210	50gms
249	80	Laoq-e- Motadil	UM212	50gm
250	81	Laoq-e- Sapistan	UM213	50gm
251	82	Laoq -e- Nazli	UM215	50gm
252	83	Laboob Kabir	UM216	50gm
253	84	Majoon-e- Salab	UM217	50gm
254	85	Majoon-E- Sangdana Murgh	UM219	50gms

255	86	Majun-E-Azaraqi	UM221	50gms
256	87	Majun-E-Mocharas	UM222	50gms
257	88	Majoon-E-Chobchini	UM223	50gms
258	89	Majoon-E-Kundur	UM224	50gms
259	90	Majoon -e- Hajrul-Yahood	UM227	50gm
260	91	Majoon-E- Muqawwi Meda	UM228	50gm
261	92	Majoon-e- Muqawwi-e- Rahem	UM232	50gm
262	93	Majoon-E-Muqil	UM233	50gms
263	94	Aamla	UM236	50gm
264	95	Afsanteen	UM237	25gm
265	96	Anjeer	UM238	50 gm
266	97	Arq-e-Ajeeb	UM239	05 ml
267	98	Arq-e-Gulab	UM240	50 ml
268	99	Arq-e-Mundi	UM241	200 ml
269	100	Asl-us-soos	UM242	50gm
270	101	Aspaghol	UM243	50gm
271	102	Babchi	UM244	25gm
272	103	Badiyan	UM245	25 gm
273	104	Banadiq-ul-Bazoor	UM246	30 pills
274	105	Banafsha	UM247	50gm
275	106	Bisfayej	UM248	50gm
276	107	Burada Sandal Safaid	UM249	50gm
277	108	Burada Sandal Surkh	UM250	50gm
278	109	Burada Sheesham	UM251	50gm
279	110	Chiraita	UM252	50gm
280	111	Chobchini	UM253	50gm
281	112	Dawa-ul-Kurkum	UM254	100 gm
282	113	Gaozaban	UM255	50gm
283	114	Ghafis	UM256	25gm
284	115	Gilo	UM257	50gm
285	116	Gul-e-Babuna	UM258	25gm
286	117	Gul-e-Banafsha	UM259	100gm
287	118	Gul-e-Surkh	UM260	25gm
288	119	Gul Tesu	UM261	50gm
289	120	Habbe Irqun Nisa	UM262	30 pills
290	121	Habb-e-Azaraqi	UM263	30 pills
291	122	Habb-e-Bawaseer Damiya	UM264	30 pills
292	123	Habb-e-Bawaseer-Amya	UM265	30 pills
293	124	Habb-e-Hindi Zeeqi	UM266	30 pills
294	125	Habb-e-Jadwar	UM267	30 pills
295	126	Habb-e-Jaryan	UM268	30 pills
296	127	Habb-e-Jawahar	UM269	30 pills
297	128	Habb-e-Jund	UM270	30 pills

298	129	Habb-e-Karanjwa	UM271	30 pills
299	130	Habb-e-Khabsul Hadeed	UM272	30 pills
300	131	Habb-e-Marwa-reed	UM273	30 pills
301	132	Habb-e-Mudir	UM274	30 pills
302	133	Habb-e-Mumsik	UM275	30 pills
303	134	Habb-e-Pechish	UM276	30 pills
304	135	Habb-e-Raal	UM277	30 pills
305	136	Habb-e-Tankar	UM278	30 pills
306	137	Habb-e-Tursh Mushtahi	UM279	30 pills
307	138	Halwa-e-Ghekawar	UM280	100 gm
308	139	Iksir Shifa	UM281	30 pills
309	140	Itrifal-e-Fauladi	UM282	100 gm
310	141	Itrifal-e-Muqawwi Dimagh	UM283	100 gm
311	142	Jawarish Ood Shirin	UM284	100 gm
312	143	Jawarish-e-Pudina	UM285	100 gm
313	144	Jawarish-e-Pudina Wilayti	UM286	100 gm
314	145	Khaksi	UM287	50gm
315	146	Khamira Abresham Hakim Arshadwala	UM288	60 gm
316	147	Khamira Abresham Sheera Unnab wala	UM289	60 gm
317	148	Khamira Gaozaban Ambri-Jadwar Ood Saleebwala	UM290	60 gm
318	149	Khamira Gaozaban Sada	UM291	60gm
319	150	Khamira Marwareed	UM292	60 gm
320	151	Khar-e-Khasak Khurd	UM293	50gm
321	152	Khiyar Shambar	UM294	300gm
322	153	Khubbazi	UM295	50gm
323	154	Khurfa	UM296	50gm
324	155	Konch	UM297	25gm
325	156	Kushta Khabsul Hadeed	UM298	10 gm
326	157	Kushta-e-Faulad	UM299	10 gm
327	158	Kushta-e-Gaodanti	UM300	10 gm
328	159	Kushta-e-Hajr-ul-Yahood	UM301	10 gm
329	160	Kushta-e-Qalai	UM302	10 gm
330	161	Kushta-e-Qaranul Eyyal	UM303	10 gm
331	162	Luboob-e-Barid	UM304	100 gm
332	163	Luboob-e-Kabir	UM305	100 gm
333	164	Majoon-e-Hajr-ul-Yahood	UM306	100 gm
334	165	Majoon-e-Hamal Ambari Al-wiKhani	UM307	100 gm
335	166	Majoon-e-Ispand Sokhtani	UM308	100 gm
336	167	Majoon-e-Masik-ul-Baul	UM309	100 gm
337	168	Majoon-e-Muqawwi-erahem	UM310	100 gm
338	169	Majoon-e-Najah	UM311	100 gm
339	170	Majoon-e-Piyaz	UM312	100 gm
340	171	Majoon-e-Seer Alvi Khani	UM313	100 gm

341	172	Majoon-e-Suhag Sonth	UM314	100 gm
342	173	Mako	UM315	50gm
343	174	Malerian	UM316	50 ml
344	175	Marham Gulabi	UM317	50 gm
345	176	Marham Saeeda Chob Neem Wala	UM318	50 gm
346	177	Marham-e-Quba	UM319	50 gm
347	178	Mufarreh Barid	UM320	100 gm
348	179	Mundi	UM321	50gm
349	180	Murabba Amla	UM322	100 gm
350	181	Neelofar	UM323	50gm
351	182	Qairooti-e-Aarad-e-Karsana	UM324	50 gm
352	183	Qurs Asfar	UM325	30 pills
353	184	Qurs-e-Dawa-ul-Shifa	UM326	30 pills
354	185	Qurs-e-Habis	UM327	30 pills
355	186	Qurs-e-Kafoor	UM328	30 pills
356	187	Qurs-e-Malti Basant	UM329	30 tabs
357	188	Qutor-e-Ramad Qawi	UM330	05 ml
358	189	Raughan-e-Aamla	UM331	50ml
359	190	Raughan-e-Kahu	UM332	50ml
360	191	Raughan-e-Laboob Saba	UM333	50ml
361	192	Raughan-e-Malkangni	UM334	50ml
362	193	Raughan-e-Turb	UM335	05ml
363	194	Raughan-e-Zaitoon	UM336	50ml
364	195	Revandchini	UM337	25gm
365	196	Roghan-e-Ikseer	UM338	50ml
366	197	Safoof e Hazim	UM339	50 gm
367	198	Safoof e Hijrul Yahud	UM340	50 gm
368	199	Safoof-e-Chob-chini	UM341	50 gm
369	200	Safoof-e-Chutki	UM342	50 gm
370	201	Safoof-e-Namak-e-Shaikhur Raees	UM343	50 gm
371	202	Safoof-e-Suranjan	UM344	50 gm
372	203	Sana	UM345	50gm
373	204	Satawar	UM346	50gm
374	205	Shahatra	UM347	50gm
375	206	Sharbat-e-Ejaz	UM348	200 ml
376	207	Sharbat-e-Sadar	UM349	200 ml
377	208	Sufoof-e-Habis-ud-Dam	UM350	50 gm
378	209	Sufoof-e-Mudrr-e-Haiz	UM351	50 gm
379	210	Sufoof-e-Teen	UM352	50 gm
380	211	Sumbul-ut-Teeb	UM353	25gm
381	212	Sunoon-e-Mukhrij-e-Rutu-bat	UM354	50 gm
382	213	Tiryaaq-e-Arba	UM355	100 gm
383	214	Tukhme Khatmi	UM356	50gm

384	215	Tukhm-e-Karafs	UM357	25gm
385	216	Tukhm-e-Kasni	UM358	50gm
386	217	Zufa Yabis	UM359	50gm
387	218	Zuroor-e-Kath	UM360	100 gm
388	219	Zuroor-e-Qula	UM361	10 gm
C	Patent/ Proprietary Medicines			
389	1	ANTI- TUSSIVE TAB/CAP	PM002	40 tabs / caps
390	2	ANTI-COLD/DECONGESTANTS TAB/ CAP	PM006	40 tabs/ caps
391	3	DIGESTIVE ENZYME TAB/ CAP	PM008	40 tabs/ caps
392	4	ANTI-DIARRHEAL SYP	PM011	100ml
393	5	ANTI-DIARRHEAL TAB/CAP	PM012	40 tabs/ caps
394	6	ANTACID TAB/CAP	PM014	40 tabs/ caps
395	7	ANTI-SPASMODIC SYP	PM015	100ml
396	8	ANTI-SPASMODIC TAB/CAP	PM016	40 tabs/ caps
397	9	FOR PILES SYP	PM017	100ml
398	10	FOR PILES TAB/CAP	PM018	40 tabs/ caps
399	11	FOR PILES OIL	PM019	50 ml
400	12	FOR PILES OINT	PM020	20 gms
401	13	ALKALIZERS SYP	PM021	100ml syp
402	14	ALKALIZERS TAB/CAP	PM022	40 tabs/ caps
403	15	FOR U.T.I SYP	PM023	100ml syp
404	16	FOR RENAL CALCULI SYP	PM025	100ml syp
405	17	FOR RENAL CALCULI TAB/CAP	PM026	40 tabs/ caps
406	18	FOR BPH TAB/CAP	PM028	40 tabs/ caps
407	19	ANTI-PYRETIC SYP	PM029	100ml syp
408	20	ANTI-PYRETIC TAB/CAP	PM030	40 tabs/ caps
409	21	ANALGESIC SYP	PM031	100ml syp
410	22	ANTI-ALLERGIC SYP	PM035	100ml syp
411	23	ANTI-ALLERGIC TAB/CAP	PM036	40 tabs/ caps
412	24	ANTI-ALLERGIC GRANULES	PM037	100 gm
413	25	ANTI-ALLERGIC OINT	PM038	15 gms
414	26	ANTI-FUNGAL SKIN OINTMENT	PM041	15 gms
415	27	ANTI-SEPTIC OINTMENT	PM042	25 gms
416	28	ANTI-SEPTIC LOTION	PM044	500ml
417	29	FOR BURNS OINTMENT	PM045	20 gms
418	30	FOR SCABIES POWDER	PM046	10gms
419	31	CARDIAC TONIC TAB/CAP	PM050	40 tabs/ caps
420	32	SEDATIVES & TRANQUILIZERS TAB/CAP	PM052	40 tabs/caps
421	33	FOR LEUCORRHOEA SYP	PM061	100ml syp
422	34	FOR MENORRHAGIA /METORAHAGIA SYP	PM063	100ml syp

423	35	FOR MENORRHAGIA /METORAHAGIA TAB/CAP	PM064	40 tabs/caps
424	36	FOR DUB SYP	PM065	100ml syp
425	37	HAEMATINIC TONICS SYP	PM067	100ml syp
426	38	HAEMATINIC TONICS TAB/CAP	PM068	40 tabs /caps
427	39	FOR EYE AILMENTS DROPS	PM069	10ml
428	40	FOR EAR AILMENTS DROPS	PM070	10ml
429	41	FOR THROAT/MOUTH PAINT	PM072	10ml
430	42	FOR THROAT/MOUTH LOZENGES	PM073	10 lozenges
431	43	ANTI- DIABETIC POWDER	PM076	200 gms
432	44	ANTI-PYRETIC/ANALGESIC DROPS	PM077	15ml
433	45	ANTI-PYRETIC/ANALGESIC SUSP.	PM078	50ml
434	46	FOR RESPIRATORY TRACT DROPS	PM079	15ml
435	47	FOR RESPIRATORY TRACT SUSP.	PM080	50ml
436	48	CARMINATIVE/ANTI-SPASMODIC/ANTI- DIARRHEAL/LAXATIVE DROPS	PM081	15ml
437	49	CARMINATIVE/ ANTI-SPASMODIC/ ANTI- DIARRHEAL/ LAXATIVE SUSP.	PM082	50ml
438	50	FOR LIVER DISORDERS DROPS	PM083	15ml
439	51	FOR LIVER DISORDERS SUSP.	PM084	50ml



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

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

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

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

Annexure – D

Location of all warehouses of the Original Manufacturer/ Authorized Representative with address, telephone and email details.

S.No	Warehouse Name	Postal Address	E-mail ID	Landline No	Mob No

ANNEXURE “E”

DETAILS OF MANUFACTURING UNIT

Name :
PAN Number :
Full Address of the manufacturing Unit :

Phone Nos. :
Fax :
Website :
E-Mail :
Date of Inception :
Site Plan :

In House QC Lab :
Details of Machinery :
Detail of Technical persons :
Production Capacity :
Drug Manufacturing License No. & Date :
Issued by :
Valid up to :
Contact person: - :
Designation :
Phone No. :
Mobile No. :
E-mail :

NOTE:

1. In case the manufacturing unit is more than one (1), the above format shall have to be filled for all manufacturing units.
2. As per details of manufacturing unit provided, the team from JKMSCL (if required) shall inspect the premises where items quoted are actually manufactured.

ANNEXURE-F

Details Manufacturer / Authorized Representative

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

ANNEXURE “G”

PERFORMANCE STATEMENT

(ATTACH SEPARATE SHEET FOR EACH PRODUCT QUOTED)

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

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

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

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

Certified true statement of production

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

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

Annexure-H

Format-Authorized Representative of Original Manufacturer/Direct Importer
To

Dear Sir,

Bid Reference No:

I/ We _____ the Original Manufacturers/ Direct Importers having factories/ Registered office atpossessing 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 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's 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 and the authorized representative of Original Manufacturer 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 UT of J&K.

I / we, further agree to comply with the terms and conditions specified in 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)

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

Annexure-I

(Original manufacturer)

AFFIDAVIT

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

DECLARATION FORM

1. I/We..... **(Original manufacturer)** having our office at..... **(Address of Original manufacturer)** 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 Cum Supply of Ayurvedic / Unani Classical & Patent Medicines, have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of Original Manufacturer.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /Ltd. Firm.
3. That neither our Firm nor our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any 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 drugs/medicines in India.
4. I/ we hereby declare that:
 - a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
 - b) I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State 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;
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 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 apart from forfeiture of EMD & performance security.
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 Clause 24b(logogram & Packaging) of 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 two years from the date of issuance of first purchase order and I/We shall abide by the same fully.
11. 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.
12. 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
13. 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 GMP Guidelines.

- 14. 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.
- 15. I/we declare that the test report is obtained for each batch of the finished product w.r.t. composition of active ingredients, tests of heavy metals, Aflatoxins & microbial load from NABL accredited laboratory.
- 16. I/we declare that I/we have not been found guilty of supplying any spurious drugs in the last three (03) years

(Deponent)
Signature
Date:
Office Seal:

Name of the Firm:

Verification

I.....S/o.....(Designation)..... Prop/ Partner/
Director of Firm M/s Address Affirm on oath that
the contents/information from para 1 to 13 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

**(Authorized Representative)
AFFIDAVIT**

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

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 Cum Supply of Ayurvedic / Unani Classical & Patent Medicines, have agreed to abide by all the Terms & Conditions Of NIT including amendments, if any. I/We declare that we are participating in this bid in the capacity of **Authorized Representative**.
2. That our firm is a sole proprietorship/Partnership/Pvt. Ltd. /Ltd. Firm.
3. That neither our Firm nor our directors and officers stand blacklisted /debarred or banned/convicted by Bid Inviting Authority or Govt. of Jammu and Kashmir or any 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 drugs/medicines 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 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 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 Clause 24 b(logogram & Packaging) of 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 two years 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 5 years in case, any information furnished by us proved to be false at the time of inspection or otherwise.

(Deponent)

Signature

Date:

Office Seal:

Name of the Firm:

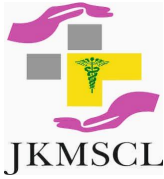
Verification

I.....S/o.....(Designation)..... Prop/ Partner/
 Director of Firm M/s Address Affirm on oath that
 the contents/information from para 1 to 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



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

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

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

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

ANNEXURE- J

FINANCIAL BID FOR QUOTED ITEM

Sl. No.	Item Description	Item Code / Make	Units	BASIC RATE In Figures To be entered by the Bidder Rs.	GST			Any other taxes (if applicable)	Total Amount Without GST	Total Tax amount	Total amount with GST	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.												

Date

Signature
Name in Capitals
Company /Firm Seal

Note: -

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

Annexure-K

UNDERTAKING REGARDING not quoting the item with ingredients of Psychotropic/Narcotic/Wild Life origin substance

I/We hereby undertake that I am not quoting the item with ingredients of Psychotropic/Narcotic/Wild Life origin substance 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



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

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

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

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

Annexure –L

(On firm's letter head)

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

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

Place.....

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

Annexure-M

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

Agreement : 1

(For Manufacturers only)

This deed of agreement is made on this day of 2024 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Purchase & Supplies) having its registered office at Plot No. 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu Corporate Office Kashmir: Opposite State Motor Garages near Haj House Bemina, Srinagar(herein after referred to as "First Party"(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract) and M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (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), The **Ayurvedic / Unani Classical & Patent Medicines** with specifications mentioned in the scheduled attached here to at the prices noted herein and in the manner and under the terms and conditions herein after mentioned and whereas the second party has agreed to deposit performances security to first party, equivalent to 3% of the tentative cost/ contract value (rounded to the nearest round number) in the schedule attached as per clause 13 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 present 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 **Ayurvedic / Unani Classical & Patent Medicines** for Jammu & Kashmir Medical Supplies Corporation Limited (Rate Contract for Twenty Four(24) months period, extendable for another three (03) months with mutual consent) JKMSCL/Ayd/Unani/Med/2024/626 dated 25-05-2024 and technical bid opened on 06-07-2024, the instructions to bidders, the condition of bid, acceptance of bid, particulars herein after defined and those eligibility criteria, general conditions and other conditions that may be added from time to time.

- 2.1. The agreement is for the supply, by the Second Party(Suppliers) to the First Party (Purchaser), of The **Ayurvedic / Unani Classical & Patent Medicines** on terms and conditions set forth in the agreement.
- 2.2. This agreement shall be deemed to have come into force with effect from the date of receipt of letter of information/ acceptance and it shall remain in force up to a period of Twenty Four(24) months which can further be extended for another three (03) months with mutual consent of First Party and Second Party.
- 2.3. The bid quantity noted against each item in the schedule attached hereto 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 **Ayurvedic / Unani Classical & Patent Medicines** on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the UT of Jammu and Kashmir.
- 2.4. The Second Party shall have no right/ query regarding placing of orders against the tentative requirement mentioned in the schedule enclosed which may increase or decrease or First Party may not issue any order for certain item/ items mentioned therein the schedule enclosed/ tentative/ Indicative quantity.
- 2.5. The release of payment and deduction and penalties shall be as per terms and conditions 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, perform, 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 an end to the contract/ agreement wholly or in part and thereupon the provision of clause "4.1" above shall apply or any other action is 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 whatsoever 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 whatsoever.
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 insolvent or commits any act of bankruptcy 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 thereupon every article, clause and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8. SERVING OF NOTICE TO SUPPLIER

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

9. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents the decision of the Managing Director, JKMSCL in the matter shall be final and binding.
10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by first and the final appellant authority and decision of said authority shall be final.
11. All terms and conditions of the NIT shall be the part of this agreement.

Original Manufacturer/ (Supplier)

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

(Second Party)
(Signature, Name & full Address with
stamp

General Manager (Purchase & Supplies)
JKMSCL
(Signature, Name & full Address with Stamp)

Witness (Signature, Name & Address)

1.

Witness (Signature, Name & Address)

1.

2.

2.

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

Agreement : 2

(Tripartite Agreement for Authorized representative)

This deed of agreement is made on this day of 2024 between Jammu & Kashmir Medical Supplies Corporation Limited represented by its General Manager(Purchase & Supplies) having its registered office at Corporate Head Office: Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar Extension, Jammu, Corporate Office Kashmir: Opposite State Motor Garages near Haj House Bemina, Srinagar (herein after referred to as “First Party”(Purchaser) which term shall include its successor, representatives, executors assigns and administrator unless excluded by the contract), M/s (Original Manufacturer/ Direct Importer) represented by its Proprietor/ Managing Director/ Managing Partner/ Authorized Signatory of the company/ firm having its registered office at and its factory premises at (herein after referred to as “Second Party” (Suppliers) which term shall include its successors representatives, heirs, executors and administrators unless excluded by the contract) and M/s (Authorized representative) represented by its Proprietor/ Managing Partner/ Managing Director having its registered office at (herein after referred to as “Third Party”- (Authorized Representative) of Second Party, which term shall include its successors representative, heirs, executors and administrators unless excluded by the contract).

Whereas Second Party (the Original Manufacturer) / Third Party (Authorized Representative) have agreed to supply to First Party (Purchaser), **Ayurvedic / Unani Classical & Patent Medicines**with specifications mentioned in the schedule 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 performance security to first party, equivalent to 3% of the tentative cost/ contract value (rounded to the nearest round number) in the schedule attached as per clause 13 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 **Ayurvedic / Unani Classical & Patent Medicines**for Jammu &Kashmir Medical Supplies Corporation Limited

(Rate Contract for Twenty Four (24) months period, extendable for another three (03) months with mutual consent)

JKMSCL/Ayd/Unani/ Med/2024/626 dated 25-05-2024 and technical bid **opened on 06-07-2024** , 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 **Ayurvedic / Unani Classical & Patent Medicines** on terms and conditions set forth in the agreement.

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

2.3. The 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/ Third Party (Supplier) shall make supplies of **Ayurvedic / Unani Classical & Patent Medicines** on the basis of Purchase order only placed on him/ her from time to time by the ordering authority of First Party (Purchaser-JKMSCL) specifying the quantity required to be supplied at a specific location/ locations within the UT of Jammu and Kashmir.

2.4. The Second Party/ 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 Representative OF SECOND PARTY:

3.1. In this agreement, the Second Party (Original Manufacturer) have authorized M/s ; (Third Party) as Authorized representative 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) 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 and deduction and penalties shall be as per terms and conditions 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 incase of any damage, loss, expenses, differences in cost or other from out of deposit/ due for the time being payable to the Second Party/ Third Party under this and/ or any other contract and in case such last mentioned deposit/ dues are insufficient to cover all such damages, loses, expenses, difference in cost and other deposit as aforesaid, it shall be lawful for the First Party to appropriate the performance security made by the supplier as herein before mentioned to reimburse all such damages, losses, expenses and difference in cost and other money as the purchaser shall be sustained, incurred or been put to by reason of the Second Part/ Third Party (Supplier) having been guilty of any such failure negligence or refusal as aforesaid or other breach in the performance of this contract.

5.3. If any time during the course of contract it is found that the information furnished by the Second Party/ Third Party (Supplier) to the First Party (Purchaser) either in his bid or otherwise, is false, the

purchaser may put an end to the contract/ agreement wholly or in part and thereupon the provision of clause “5.1” above shall apply or any other action as deemed fit by the First Party may also apply.

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

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 continuation of the contract becomes bankrupt or insolvent or commits any act of bankruptcy 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 thereupon every article, clauses and thing herein contained to be operative on the part of the purchaser, shall cease and be void and the First Party shall have all the rights and remedies given to him under the preceding clauses.

8.1. In case Third Party (Authorized Representative- clause 3) at any time during the continuation of the contract become bankrupt or insolvent or commits any act of bankruptcy 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 purchaser 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 Representative
(Third Party)
(Signature, Name & full Address with stamp)

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

Witness (Signature, Name & Address)
1.
2.

Witness (Signature, Name & Address)
1.
2.

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

Witness (Signature, Name & Address)
1.
2.

ANNEXURE-N

Format-Authorized Representatives/Agents of Original Manufacturer
To

Dear Sir,

Bid Reference No:

I/ We _____ the Original Manufacturers of having factories/ Registered office atpossessing Manufacturing License No _____, do hereby authorize M/s _____ (Authorized Representative) with Adress _____ (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 of the bidding items and our authorized representative 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 of bidding items and original copy of the delivery challan of Manufacturer's 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, 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 and the authorized representative of Original Manufacturer 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 UT of J&K.

I / we, further agree to comply with the terms & Conditions, specified in 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)

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.

ANNEXURE O
(On Firm's, letterhead)
Memorandum of Appeal

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

Before the..... (appellate authority)

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

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

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

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

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

6. Ground of appeal:
.....
.....
..... (supported by an affidavit)

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

Place

Dated

Appellant's signature

Annexure-P

(On firm's letter head)

General Manager (P&S),
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 WITH SEAL OF FIRM)

NOTE:-

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