



**OFFICE OF THE RATE CONTRACT COMMITTEE  
HEALTH & MEDICAL EDUCATION DEPARTMENT  
GOVT. MEDICAL COLLEGE SRINAGAR  
Short Term Tender 12 OF 2018  
For the year 2018-19**

**Annexure**

**\*\*\*Financial Bid to be Kept in Separate Sealed Envelope duly attested by the bidder with his Seal & /Signature.**

**Name of the firm M/s \_\_\_\_\_**

S.NO	DESCRIPTION OF DRUG	RATES	BASIC RATE	GST	TOTAL
<b>ANTI RABIES VACCINE ( ARV )</b>					
01	Multidose ID Use (Intradermal) Cell Culture	Per Vial			

**IMPORTANT:-**

1. **Validity:** - The approved rates shall be valid for one year or till supplies are available from Jammu & Kashmir Medical Supplies Corporation Limited (JKMSCL) whichever is earlier for GMC & Its Associated Hospitals.
2. Annual Turn Over must not be less than 15 Crores ( INR ) of Original manufacturer.
3. Minimum 5 Years experience in sales.
4. For quality assurance on batch of Drugs will be sent for surprise Drug Analysis and the cost for the same will be born by supplier
5. Dissatisfaction of prescribing Doctor with regard to efficacy of a drug will to cancellation of Contract for the particular drug with No Obligations whatsoever.
6. Contract will be became void in case market rate of same drug by same company lower than the rates quoted by supplier .
7. Contract period will be One Year and supplier keep must at least Two months quota available.
8. Non Availability of Drug will be lead to Disqualification and Discontinuation of Contract.
9. Valid drug manufacturing license of principle manufacturer.
10. Copy of valid drug license in respect of those firms quoted on behalf of original manufacturer
11. WHO Goods Manufacturing Practice (GMP).
12. Documentary evidence about manufacturing and marketing experience of products quoted at least for FIVE YEARS.
13. The rates quoted shall be Hospital wholesale rates and shall certify that the rates quoted are not higher than those quoted to other Govt. Hospitals/ Institutions in the Country.
14. Current non-conviction certificate of manufacturing company issued by state Drug Controller.
15. List of Hospitals / major Institutions where supplies have been made during last 3 years.
16. The tender should be submitted by Manufacturer Co, directly or through their authorized distributor provided the Manufacturer accept responsibility for any laps on the part of distributor and should give undertaking to this effect, failure of which shall be liable for rejection of tender.
17. In case authorized distributor applied, authorization letter must be enclosed from the manufacturers /principles as per the authorization form enclosed as Annexure.
18. All vials must bear marking in non-removable ink "J &K HOSPITAL SUPPLIES".
19. The drugs to be supplied shall be of recent batch so that it will have longer shelf life and manufactured at least two months before the date of supply.
20. Drugs which cannot be utilized before its expiry should be replaced with fresh stocks / replacement for which one month prior notice shall be given by Institute.

**IN CASE OF ANY CLARIFICATION & FEED BACK , YOU MAY CONTACT TENDER INVITING AUTHORITY ( TIA ) OR E-MAIL TO TIA PUBLISHER ON [gmcmspc1@gmail.com](mailto:gmcmspc1@gmail.com) TO SERVE YOU BETTER.**



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HEALTH & MEDICAL EDUCATION DEPARTMENT  
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Short Term Tender 12 OF 2018  
For the year 2018-19**

**GENERAL TERMS & CONDITIONS**

**GROUP: ANTI RABIES VACCINE**

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1. The Tenderer should be a registered supplier of Health & Medical Education Department/J&K Medical Supplies Corporation.
2. The Tenderer shall carefully examine the conditions i.e specification, make and trade name etc to be supplied where-ever applicable (In case of any doubts the Tenderer shall before signing the contract refer to the Officer In-charge and get clarifications).
3. The Tender on the prescribed Performa shall be submitted in a single big size envelope containing super-scribed as tender for Group "Anti Rabies Vaccine" FOR THE YEAR 2018-19" properly sealed. The Rate Contract Committee will not be held responsible for any postal delay. Tenders not accompanied with the following latest documents along with other requisite documents at the time of submission of tenders are liable to be rejected at the appropriate level of the competent authority:-
  - a) Earnest Money Deposits in the shape of Call Deposit Receipt (CDR/FDR) for Rs.50,000/- (Rupees Fifty Thousand only) in general and Rs. 5000/- in case of SSI units shall be accompanied with the Tender documents. Please note that the Tender Notice No. its due date and complete address of the firms should also be written on the back side of the Call Deposit Receipt so as to ensure its safe return to the unsuccessful or successful Tenderer(s) as the case may be.
  - b) Latest Original Authority from the Principal manufacturer(s) where-ever applicable. Fake and false authority letter(s) will be considered an offence and stern disciplinary action shall be taken against such firms/suppliers and shall be blacklisted.
  - c) Latest Sales Tax clearance certificate of the proceeding year (PAN of the firm) duly authenticated by Authorized signatory.
  - d) Original copy affidavit on Rs.50/- stamp paper duly attested by 1<sup>st</sup> Class Executive Magistrate with the effect that:-
    - I. The documents/catalogues etc enclosed with the Tender are original & genuine and have not been tampered or fabricated.
    - II. The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/any other investigating agency, case pending against the firm/supplier.
  - e) The Local SSI Unit holders of J&K State only, shall have to enclose a certificate to the effect that the unit is existing as on the date of issue of Tender from the concerned General Manager, DIC.
4. All the quoted rates must be F.O.R. Medical College Kashmir Division. The rates quoted should be inclusive of all taxes, duties and other charges etc including Entry Tax, if any. No Entry Tax, levis etc shall be accounted or paid extra in any case, if demanded by the Tenderer afterwards.
5. No conditional Tender shall be accepted, the committee reserves right to reject any tender/Quotation without assigning any reason thereof.
6. All Terms & conditions of tender Notice shall also form part of supply order and agreement.
- 7 Successful Tenderer shall have to execute the supplies in full from the date of placement of supply order within the prescribed date and shall also have to abide by the standard Terms and conditions as laid down in J&K Financial Rules/Codes and the conditions as per the contract.
8. The Successful Tenderer shall be responsible for execution of the contract in full and shall not in any case assign or sublet the approved items or part thereof to any other party. Suitable penalty upto 10% of the total value of the contract shall be imposed for any deviation from contractual obligation on merits of each case which can be recovered from earnest money/Security Deposits and it can even debarring/blacklisting suppliers/Firms/Dealers.
9. If in case the Tenderer fails to supply the material within delivery period, according to the specifications of the sample approved, the order will be liable to be treated as cancelled and earnest money shall be forfeited.
10. The successful Tenderer shall have to execute an agreement on non-judicial stamp paper of Rs.20/-in the prescribed form incorporated Terms and conditions of the contract with Purchasing Officer duly attested by the Notary.
11. The Security deposit shall be in the shape of CDR/FDR from Nationalized/Scheduled Bank or J&K Bank Ltd. No interest will be paid for any deposits by the Department and the cost of stamps shall be borne by the supplier.
12. No representation regarding increase /withdrawals of rates already quoted in the tender shall be considered and no price escalation claim shall be entertained at any stage. Any false representation/allegation on the department (if proved), strict action as deemed fit by the RCC, GMC, Srinagar shall be taken against the firm.
13. The Tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of the transport by sea, Rail and road or Air and delivery of material in good condition to the consignee at the destination. In the event of any loss, damage, breakage, leakage or any shortage found at the checking/inspection/verification of the material by the consignee. The supplier shall responsible for the same.
14. Only one Rate against one item will be Entertained and accounted for. If quoted more than one rate the highest rate quoted shall be reflected in the comparative statement for comparison.
15. The purchasing Officer or his duly authorized representative shall have at all reasonable time access to the supply premises and shall have powers at all reasonable time to inspect and examine the material and workmanship of the goods.
16. If the delivery is not affected on due date, the Chairman/Member Secretary/Head of the Departments of the respective institutions will have the right to impose penalty of the total cost of the supply order as under:
  - i) First extension for the month on part thereof: @ 2%
  - ii) Second extension for an additional month: @ 5%
  - iii).In case of Non Supply : @ 10%.And the item shall be purchased on the risk and cost of the Supplier

17. The quality of stores shall be binding upon the Tenderer(s) and in case of any articles supplied is not being approved and those shall be liable to be rejected and destroyed. Any expenses as a result of rejection of supplies shall be entirely at the cost of Tenderer.
18. In case the goods are not of approved quality and make they shall be rejected and will have to be replaced within a reasonable time by the suppliers without extra cost. The rejected supply shall have to be lifted by the supplier immediately at his own cost.
19. If approved suppliers fail either to supply the goods of the prescribed specification or to deliver the goods within the specified period, the Purchasing Officer shall be at liberty to arrange supplies either through re-tender or otherwise after giving notice to the approved supplier, the Earnest Money Deposits and other deposits if any available with the Department shall be retained to make good any loss or extra cost incurred by the Department in procurement to those supplies besides blacklisting the defaulters.
20. The Tenderer whose Tender is accepted shall arrange the supplies within stipulated time as mentioned in the supply order.
21. In case any Tenderer, charges higher rates for any item(items) more than the MRP, the action like forfeitures of Earnest Money/Security Deposits/Bank Guarantee and removal of name from the list of the supplier and legal action shall be taken against the firm.
22. In case of any dispute/differences or doubts between the Purchasing officer and the approved supplier, the orders of the Chairman, Rate Contract Committee, shall be final.
23. Jurisdiction for any legal proceedings shall be J&K Courts at Kashmir only.
24. In case of supplies made during the Rate Contracts period under reference on cheaper rates to any other Government Institution/Department in the State, the difference of the cost shall be recovered proportionately.
25. The acceptance of supplies made by the supplier shall be subject to verification and examination as to the specification and standard by the competent Authority.
26. The payment shall be made to the supplier after receipt/verification of materials in the Departmental stores/Hospitals through endorsed WDC Bills/Bank Drafts etc and the Bank charges on account of remittance shall be made good from the payee. No Advance payment shall be authorized unless required under specific Terms and conditions
27. The supplies meant for Jammu/Kashmir Division in the Health & Medical Education Department shall have to be marked as **"HOSPITAL SUPPLY-NOT FOR SALE "**
28. In case there is any increase /Decrease in the levy /Tax imposed on by the Central/State or Local Self Government after the Date of opening of Tenders the same shall be allowed subject to production of orders/Documents from the Rate Contract committee on case to case basis and recoveries/dues accounted for, if any.
29. Any other issues that may come up during the course of completion of contract shall be decided by the Rate Contract committee and their order shall be final and binding upon the Purchase Officer and approved Tenderer.
30. Any other condition i.e. not indicated here can be incorporated in the Supply Order or agreement before execution of contract if need arises.
31. Chairman/Member Secretary, Rate Contract Committee are equally competent and reserve the right to consider, ignore or reject any tender at any state without assigning any reason what so-ever.

**SIGNATURE AND SEAL OF THE TENDERER  
IN ACCEPTANCE**

**CHECK LIST FOR THE TENDERERS  
UNDER GROUP: ANTI RABIES  
FOR THE YEAR 2018-19**

<b>S.NO.</b>	<b>DOCUMENTS</b>	<b>ANNEXURE NO.</b>	<b>PAGE NO.</b>
1.	Earnest Money in the shape of CDR/FDR worth Rs.50,000/- (Fifty thousand) in General and Rs. 5000/- in case of SSI units.		
2.	Valid drug manufacturing license of principal manufacturer. (Notary Attested).		
3.	WHO Goods Manufacturing Practice (GMP). (Notary Attested).		
4.	Undertaking/ Letter of Acceptance.		
5.	Valid Drug License of Tenderer who is quoting on behalf of manufacturer.(Notary Attested)		
6.	Non Blacklisting Declaration.		
7.	Valid GST registration/clearance certificate.		
8.	Current non-conviction certificate of manufacturing company issued by state Drug Controller. (Notary Attested)		
9.	Copy of valid Drug Manufacturing License and list of products being manufactured duly authenticated by the competent authority where-ever applicable.(Notary Attested)		
10.	Copy of PAN Card.		
11.	Manufacturer's Authorization/ Authority Letters of the principles. (The letter of Authorization should be on the letter head of the manufacturing firm/authorized distributor and should be sealed & signed by a competent person).(Notary Attested)		
12.	In case of SSI unit, enclose Permanent Registration Certificate issued by Industries Department supported with a certificate that the unit is in existence from General Manger, DIC concerned.		

**Total No. of pages**

- The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of tenderer to go through the Tender Document to ensure furnishing all required documents in addition to above, if any.
- The tenderer should furnish all the relevant information mentioned in the checklist.
- All pages of the tenders should be page numbered and indexed.
- Wherever necessary and applicable, the Tenderers shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement.
- In case a tenderer furnishes a wrong or evasive statement, his tender will be liable to be ignored/rejected

**With Seal & Signature** \_\_\_\_\_

\_\_\_\_\_  
**(Full name, designation & address of the Tender)**

LETTER OF ACCEPTANCE/UNDERTAKING IN RESPECT OF TERMS AND CONDITIONS OF THE NIT NO 02 OF 2017 For the  
year 2018-19

GROUP: Supply of Anti Rabies Vaccine

TO,  
CHAIRMAN ,  
RATE CONTRACT COMMITTEE,  
GOVERNMENT MEDICAL COLLEGE SRINAGAR.

SIR,

1. I/WE DO AGREE FOR ALL CLAUSES, TERMS AND CONDITIONS OF THE TENDER DOCUMENTS.
2. I/WE AGREE TO ABIDE THE CONTRACT FOR PERIOD OF ONE YEAR TO PROVIDE THE SERVICES FROM THE DATE OF THE OF AWARD F THE CONTRACT AND READY TO WORK ON THE SAME RATES, IF EXTENDED FOR FURTHER PERIOD OF THREE MONTHS OR TILL NEW CONTRACT IS FINALIZED.
- 3I/ WE UNDERTAKE THAT THE CONTINUITY OF THE SUPPLIES TO THE GOVERNMENT MEDICAL COLLEGE SRINAGAR & ITS ASSOCIATED HOSPITALS SHALL BE MAINTAINED EVEN IN CASE THERE IS ANY DELAY IN THE PAYMENTS BY HOSPITALS DUE TO DELAY IN RELEASE OF FUNDS BY THE STATE GOVT.

In acceptance

(Signature and seal of the tenderer)