

Contract



Contract No: GEMC-511687768416248
Generated Date: 01-Dec-2021

OT/G-694/2021-22, dt: 7/12/2021

| | |
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| Organisation Details Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: North Eastern Indira Gandhi Regional Institute of Health and Name: Medical Sciences (NEIGRIHMS) Office Zone: Neigrihms, Shillong | Buyer Details <i>C-10/2021-22/PE 23</i> Designation: jinthuiiu Contact No.: -8974990292- Email ID: buycon3.neigrihms.ml@gembuyer.in GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India |
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| Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: DIRECTOR Designation of Financial Approval: DEPUTY DIRECTOR <i>C-60/2021-22, dt: 3/12/2021 (ECRP)</i> | Paying Authority Details Payment Mode: Offline Designation: A Accounts officer Email ID: accounts.neigrihms@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India |
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| Seller Details GeM Seller ID: CC28180000120672 Company Name: KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LIMITED Contact No.: 08023571590 Email ID: instmkt@kaplindia.com Address: KAPL HOUSE, ARKA THE BUSINESS CENTRE, PLOT NO. 37, SITE NO. 34/4, NTF MAIN ROAD, 2ND PHASE, PEENYA INDUSTRIAL AREA, BANGALORE, Bangalore, KARNATAKA-560058, - MSME verified: No MSME Registration number: - GSTIN: 07AAACK5675N1Z0, 36AAACK5675N1Z2, 32AAACK5675N1Z7, 24AAACK5675N1Z4, 10AAACK5675N1ZD, 20AAACK5675N1ZC, 04AAACK5675N1Z6, 03AAACK5675N1Z8, 21AAACK5675N1ZA, 22AAACK5675N1Z8, 18AAACK5675N1ZX, 05AVPP55216G1ZD, 19AAACK5675N1ZV, 09AAACK5675N1ZW, 27AAACK5675N1ZY, 29AAACK5675N1ZU, 10AAACK5675N1ZD, 33AAACK5675N2Z4, 08AAACK5675N1ZY, 32AAACK5675N1Z7, 23AAACK5675N1Z6, 29AAACK5675N1ZU, 29AAACK5675N1ZU | <i>Chelu ECRP-4-21</i> |
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*GST / Tax invoice to be raised in the name of - Buyer

| # | Item Description | Category Name & Quadrant | Model | HSN Code | Ordered Quantity | Unit | Lead Time(Days) | Price (Inclusive of all Duties and Taxes in INR) |
|----------------------------|--|----------------------------------|-------------------|----------|------------------|---------|-----------------|--|
| 1 | Product Name : Unbranded Diclofenac Sodium IP 25 mg/ml Liquid Injection Brand : Unbranded Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM | DICLOFENAC SODIUM INJECTION (Q3) | INJECTION AMPOULE | 30049066 | 3,000 | ampules | - | 13,800 |
| Total Order Value (in INR) | | | | | | | | 13,800 |

| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
|------|--|--|---------|----------|----------------------|-----------------------------|
| 1 | Designation: Punam Chowdhury Email ID: con23.neigrihms.ml@gembuyer.in Contact: 364-2538044- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India | Unbranded Diclofenac Sodium IP 25 mg/ml Liquid Injection | - | 3,000 | 01-Dec-2021 | 30-Jan-2022 |

Handwritten signatures and stamps:
 - Signature: *Chelu*
 - Stamp: NEIGRIHMS, SHILLONG
 - Stamp: JDC Store Accounting Central Store NEIGRIHMS
 - Stamp: 01-Dec-2021
 - Stamp: 30-Jan-2022

Product Specification for Unbranded Diclofenac Sodium IP 25 mg/ml Liquid Injection

| Specification | Sub-Spec | Value |
|----------------|---|--|
| GENERAL | Product description | Diclofenac Sodium IP 25 mg/ml |
| | Conformity to standard | IP |
| | Strength | 25 mg/ml |
| | Dosage form | Liquid Injection |
| | Route of Administration | IM by intra gluteal & IV by infusion |
| | Shelf life (in months) | 36.0 |
| CERTIFICATIONS | Drug Manufacturing License No | "SP-96/84 DT.14.05.1984 DCD/CR-667/MFG/96-97 DT. 05.06.1997" |
| | Drug Manufacturing License Date | 05/06/1997 |
| | GMP Certification No | GMP-DCD/CR-114/SPL.CL/2017.18 |
| | GMP Certification Date | 17/05/2017 |
| | WHO GMP Certification No | DCD/SPL.CL-1/CR/2017-2018 |
| | WHO GMP Certification Date | 23/10/2017 |
| | Non-conviction Certificate No | DCD/Spl.CI-I/CR-1462/17-18 |
| | Non-conviction Certificate Date | 09/01/2018 |
| | Certification for manufacturing premises | ISO |
| PACKING | Other statutory markings on the packing of the drug | Store in a cool place protected from light |
| | Primary packing | EACH AMPOULE |
| | Secondary Packing | 10 Ampoules |
| | Final Packing | 750X3 ML AMPOULE |

Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

Terms and Conditions

1. Special terms and conditions- Version:1 effective from 11-01-2021

1.1

Special Terms and Condition for 103 Drugs reserved for Central Public Sector Enterprises (CPSEs)

1. Pharmaceuticals Purchase Policy by Department of Pharmaceuticals, Ministry of Chemical and Fertilizers, GOI in respect of 103 (one hundred and three) medicines would be valid for a period of five years from the date of issue of orders (10th Dec 2013).

2. Pharmaceuticals Purchase Policy will extend only to Central Public Sector Enterprises (CPSEs) under the administrative control of Department of Pharmaceuticals such as Indian Drugs and Pharmaceuticals Limited (IDPL), Hindustan Antibiotics Limited (HAL), Bangal Chemicals and Pharmaceuticals Limited (BCPL), Karnataka Antibiotics and Pharmaceuticals Limited (KAPL) and Rajasthan Drugs and Pharmaceuticals Limited (RDPL) and their subsidiaries where Government of India owns 51% (fifty one percent) or above shares.

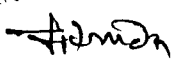
3. This would be applicable to purchases by Central Government Departments, their Public Sector Undertakings, and Autonomous Bodies, etc. This would also be applicable to purchase of medicines by State Governments under Health Programmes funded by Government of India such as the National Rural Health Mission etc.


4. The pricing of these drugs would be done by National Pharmaceutical Pricing Authority (NPPA) using the cost based formula as mentioned in the Drugs Price Control Order, 1995. The latest prices are fixed by NPPA including 16% discount vide F.No. 51017/01/2013-PSU (Vol. II) dated 08.08.2017. In case the prices are revised downward by the NPPA, prices will be changed accordingly and reduced rate shall be applicable for all supplies made on or after the date of reduction.

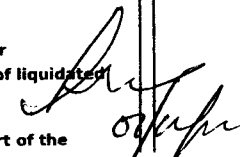
5. All Provision of Drug & Cosmetic act 1940 as amended till date and rules made there under will always be applicable.

6. In case pharma CPSEs and their subsidiaries fail supply the medicines, the buyer would be at liberty to make purchases from other manufacturers. If the pharms CPSEs or their subsidiaries fail to perform as per the contract, they would also be subject to payment of liquidated damages or any other penalty as per the terms of the contract.

7. Drug License - CPSEs should hold valid drug license/import License from the concerned drug controller for the manufacturer/import of the

NEIGRIHMS



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 UPCC Store Accounting
 Central Store NEIGRIHMS


 Jitendra

medicine/drug. If revalidation of drug license has been applied for, the buyer should be informed accordingly and the copy of application to State Drug/Licensing authority must be submitted with a certificate that application for renewal was made within time frame as per Drug and Cosmetic Act as amended up to date and that has been deleted by licensing authority.

8. CPSEs should have valid Good Manufacturing Practice(GMP/WHO-GMP) as per revised schedule M of the Drugs & Cosmetic Rules for indigenous drugs. GMP certificate if revalidated/extended during the bid period, the same to be informed to the buyer.

9. CPSEs should have valid Non-Conviction Certificate from the concerned drug controller.

10. Loan license arrangement shall not be allowed under any circumstances.

11. Each batch of the drugs shall be dispatched under self-certification scheme duly supported by their own test reports. The consignees shall be at liberty to draw control samples and send it to laboratories approved by the State Drug Controllers / run by State Government/NABL approved laboratories without any intimation to the supplier. If the new test report is contradictory with the test report submitted, the cost incurred on the whole process of testing shall be borne by the seller. Also, if at any stage of use the supplies are found substandard, NO PAYMENT will be made for the entire rejected/substandard batch of that particular item, even if the supplies have been consumed in good faith and the facts will be notified to the Drug Controller of India / State Drug Controller for taking necessary action.

12. The classification of defects into different categories will as per guidelines issued by the Drug Controller of India and action will be taken accordingly.

13. Losses if any due to biological deterioration of the product during the shelf life of potency will be made good by the seller.

14. The supplies should not have passed more than 1/6th of the total shelf life of the product at the time of receipt of the store.

15. It is the responsibility of the seller to intimate Government e-Marketplace(GEM) about any quality complaints of the drugs/medicines reported by any buyer/consignee.

16. Order should be placed for the quantities in multiples of the primary packing.

17. Minimum lead time for delivery will be 60 days .

18. Bar coding - The buyer can opt for bar coding only if the order placed on any CPSE is for minimum quantity of tablet/capsule- 5.0 lakhs numbers or injection- 1.0 lakh number or ointment- 25000 numbers or syrup- 5000 numbers. The bar coding will be GSI complied.

19. Labels of all containers, cartons, vials, strips etc. should invariably be marked in block letters "Government supply not for sale" with the indelible ink for supplies made to the Government.

20. PACKING & MARKING: Packing and Marking will be as per provisions of applicable Pharmacopeia and as specified under Drugs and Cosmetics Act. 1940 as amended to date. In addition-

A) Primary and Secondary Packing: The store will be supplied in the packing as approved by the NPPA.

Technical Specifications of Primary &Secondary Packing:-

i. Aluminium/Blister - 25 Micron

ii. Aluminium/Strip - 30 Micron

iii. 5 Ply Corrugated Box G.S.M.:- 1) 1st layer,- 240,

2) 2nd, 4th,- 100 each,

3) 3rd, 5th,- 80 each,

B.S.:- NLT 9Kg/cm²

iv. PVC (Rigid PVC film uncoated) - 250 micron V. PVDC (Rigid PVC film coated with polyvinylidene chloride(PVDC) - 250 micron/60 GSM) Effluite - G.S.M of layers:- a) White duplex (outer) - 310 b) Narrow fluite (semi craft brown):- 100 c) Semi craft paper brown: 100 B.S.:- NLT 5 Kg/cm²

B) Marking: Each packing shall also be marked with: a) Manufacturer's name and address. b) Batch No. License No. and date of manufacture and date of expiry. c) Quantity contained therein. d) Any other particulars as specified under Drugs and Cosmetics Act. 1940 as amended to date.

1.2 Special Terms and Condition for 103 Drugs reserved for Central Public Sector Enterprises (CPSEs)

1.2.1 Pharmaceuticals Purchase Policy by Department of Pharmaceuticals, Ministry of Chemical and Fertilizers, GOI in respect of 103 (one hundred and three) medicines would be valid for a period of five years from the date of issue of orders (10th Dec 2013).

1.2.2 Pharmaceuticals Purchase Policy will extend only to Central Public Sector Enterprises (CPSEs) under the administrative control of Department of Pharmaceuticals such as Indian Drugs and Pharmaceuticals Limited (IDPL), Hindustan Antibiotics Limited (HAL), Bengal Chemicals and Pharmaceuticals Limited (BCPL), Karnataka Antibiotics and Pharmaceuticals Limited (KAPL) and Rajasthan Drugs and Pharmaceuticals Limited (RDPL) and their subsidiaries where Government of India owns 51% (fifty one percent) or above shares.

1.2.3 This would be applicable to purchases by Central Government Departments, their Public Sector Undertakings, and Autonomous Bodies, etc. This would also be applicable to purchase of medicines by State Governments under Health Programmes funded by Government of India such as the National Rural Health Mission etc.

1.2.4 The pricing of these drugs would be done by National Pharmaceutical Pricing Authority (NPPA) using the cost based formula, as mentioned in the Drugs Price Control Order, 1995. The latest prices are fixed by NPPA including 16% discount vide F. No. 51017/01/2013-PSU(Vol. II) dated 08.08.2017. In case the prices are revised downward by the NPPA, prices will be changed accordingly and reduced rate shall be applicable for all supplies made on or after the date of reduction.

1.2.5 All Provision of Drug & Cosmetic act 1940 as amended till date and rules made there under will always be applicable.

1.2.6 In case pharma CPSEs and their subsidiaries fail to supply the medicines, the buyer would be at liberty to make purchases from other manufacturers. If the pharma CPSEs or their subsidiaries fail to perform as per the contract, they would also be subject to payment of liquidated damages or any other penalty as per the terms of the contract.

1.2.7 Drug License -CPSEs should hold valid drug license / import License from the concerned drug controller for the manufacture / import of the medicine/drug. If revalidation of drug license has been applied for, the buyer should be informed accordingly and the copy of application to State Drug / Licensing authority must be submitted with a certificate that application for renewal was made within time frame as per Drug and Cosmetic Act as amended up to date and that has not been deleted by licensing authority.

1.2.8 CPSEs should have valid Good Manufacturing Practice (GMP / WHO-GMP) as per revised schedule M of the Drugs & Cosmetic Rules for indigenous drugs. GMP certificate if revalidated/extended during the bid period, the same to be informed to the buyer.

NEIGRIHMS, Noida

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Central Store NEIGRIHMS

1.2.9 CPSEs should have valid Non-Conviction Certificate from the concerned drug controller.

1.2.10 Loan license arrangement shall not be allowed under any circumstances.

1.2.11 Each batch of the drugs shall be dispatched under self-certification scheme duly supported by their own test reports. The consignees shall be at liberty to draw control samples and send it to laboratories approved by State Drug controllers / run by State Government/NABL approved laboratories without any intimation to the supplier. If the new test report is contradictory with the test report submitted, the cost incurred on the whole process of testing shall be borne by the seller. Also, if at any stage of use the supplies are found substandard, NO PAYMENT will be made for the entire rejected / substandard batch of that particular item, even if the supplies have been consumed in good faith and the facts will be notified to the Drug Controller of India / State Drug Controller for taking necessary action.

1.2.12 The classification of defects into different categories will as per guidelines issued by the Drug Controller of India and action will be taken accordingly.

1.2.13 The supplies should not have passed more than 1/6th of the total shelf life of the product at the time of receipt of the store.

1.2.14 It is the responsibility of the seller to intimate Government e-Marketplace (GEM) about any quality complaints of the drugs/medicines reported by any buyer/consignee.

1.2.15 Order should be placed for the quantities in multiples of the primary packing.

1.2.16 Minimum lead time for delivery will be 60 days.

1.2.17 Bar coding- The buyer can opt for bar coding only if the order placed on any CPSE is for minimum quantity of tablet/capsule- 5.0 lakhs numbers or injection- 1.0 lakh number or ointment-25000 numbers or syrup -5000 numbers. The bar coding will be GS1 complied.

1.2.18 Labels of all containers, cartons, wrappers, vials, strips etc. should invariably be marked in block letters "Government supply not for sale" with the indelible ink for supplies made to the Government.

1.2.19 PACKING & MARKING: Packing and Marking will be as per provisions of applicable Pharmacopeia and as specified under Drugs and Cosmetics Act. 1940 as amended to date. In addition-

1.2.19.1 Primary and Secondary Packing: The stores will be supplied in the packing as approved by the NPPA.

1.2.19.1.1 Technical Specifications of Primary & Secondary Packing:-

i. Aluminium / Blister - 25 Micron

ii. Aluminium / Strip - 30 Micron

iii. 5 Ply Corrugated Box G.S.M.: -

1) 1st layer: - 240 ,

2) 2nd, 4th, - 100 each,

3) 3rd, 5th, - 80 each,

B.S.: - NLT 9Kg / cm²

iv. PVC (Rigid PVC film uncoated) - 250 micron

v. PVDC (Rigid PVC film coated with polyvinylidene chloride (PVDC) - 250 micron / 60 GSM

1.2.19.1.2 Effluite -

G.S.M of layers: -

a) White duplex (outer) 310

b) Narrow fluite (semi craft brown): - 100

c) Semi craft paper brown: 100

B.S.: - NLT 5 Kg / cm².

1.2.19.2 Marking :

1.2.19.2.1 Each packing shall also be marked with:

a) Manufacturer's name and address.

b) Batch No. License No. and date of manufacture and date of expiry.

c) Quantity contained therein.

d) Any other particulars as specified under Drugs and Cosmetics Act. 1940 as amended to date.

2. General Terms and Conditions-

2.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

2.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

2.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

2.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

2.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

2.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

2.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as Jani town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

NEIGRIHMS, SHILONG
A. J. J. J.

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Annual Store NEIGRIHMS

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2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

2.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

2.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

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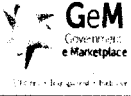
Storekeeper
NEIGRIHMS
17930

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JBC Store Accounting
Central Store NEIGRIHMS

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OT/G-694/2021-22, dt: 7/12/2021



Sanction Order

Sanction No: 511687768416248
Sanction Date: 01-Dec-2021

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

| Organisation Details | | Buyer Details | |
|----------------------|---|---------------|---|
| Type: | Central Autonomous | Name: | Derenamai Jinthuilu |
| Ministry: | Ministry of Health and Family Welfare | Designation: | Jinthuilu |
| Department: | Department of Health and Family Welfare | Email ID: | buycon3.neigrihms.ml@gembuyer.in |
| Organisation Name: | North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) | GSTIN: | |
| Office Name: | Neigrihms, Shillong | Address: | P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018 |

| Financial Approval Detail | |
|---|-----------------|
| Designation of official providing Administration approval: | DIRECTOR |
| IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? | YES |
| Budget availability | YES |
| Designation of official providing Financial approval: | DEPUTY DIRECTOR |

| Seller Details | |
|----------------|--|
| Company Name: | KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LIMITED |
| Email ID: | instmkt@kaplindia.com |
| Address: | KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LIMITED Bangalore KARNATAKA - 560058 |

| Product Details | | | | | | |
|----------------------------|--|-------------------|------------------|---------|---|--|
| # | Item Description | Model | Ordered Quantity | Unit | Price per Unit inclusive of all Duties and Taxes (in INR) | Total Price (inclusive of all Duties and Taxes (in INR)) |
| 1 | Unbranded Diclofenac Sodium IP 25 mg/ml Liquid Injection | INJECTION AMPOULE | 3000 | ampules | 4.6 | 13800.0 |
| Total Order Value (in INR) | | | | | | 13800.0 |

| Consignee Details | | | | | | |
|-------------------|---|--|---------|----------|----------------------|-----------------------------|
| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
| 1 | Punam Chowdhury con23.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018 | Unbranded Diclofenac Sodium IP 25 mg/ml Liquid Injection | - | 3000 | 01-Dec-2021 | 30-Jan-2022 |

Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

Handwritten signatures and stamps:
 - Signature: *[Handwritten]*
 - Stamp: NEIGRIHMS, Shillong - 793018
 - Stamp: NEIGRIHMS
 - Stamp: NEIGRIHMS