

Government of Jammu & Kashmir
Office of the Chairman Divisional Level Purchase Committee
Sheep Husbandry Department, J&K, Srinagar
(Directorate of Sheep Husbandry, Lal-Mandi, Srinagar)
Tel. No: 09194-2310604. Fax No: 0194-2311063
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e-Nit No:-DSHK/ACCTS/2024-25/379456

Dated:-22.04.2024

Subject: E-Procurement Notice for the supply of Foot & Mouth Disease (FMD) Vaccine.

For and on behalf of Lt. Governor of Jammu & Kashmir, Union Territory of India, e-Tenders in two bid system (Technical-1 and Financial bid-2) through Chairman Divisional Level Purchase committee, Sheep Husbandry Department, J&K, Kashmir (Directorate of Sheep Husbandry Department, Kashmir) are invited from Original manufacturers/companies of repute and firms in line possessing valid authorization of principals, for fixing the rate contract for supply of Foot & Mouth Disease (FMD) Vaccine.

COMPOSITION:- (i) Trivalent FMD (Oil adjuvant vaccine) with the following strains:-

1. Serotype O: Strain INDR2/1975 (O/ME-SA Topotype, Lineage Branch B)
2. Serotype A: Strain IND40/2000 (Genotype 18, non-deletion group)
3. Serotype Asia 1: Strain IND63/1972 (Genotype 1, Lineage B)

(ii) Trivalent FMD (Vaccine Adsorbed on Aluminium hydroxide gel) with the following strains:-

1. Serotype O: Strain INDR2/1975 (O/ME-SA Topotype, Lineage Branch B)
2. Serotype A: Strain IND40/2000 (Genotype 18, non-deletion group)
3. Serotype Asia 1: Strain IND63/1972 (Genotype 1, Lineage B)

The bidding documents consisting of qualifying information, eligibility, criteria, specifications, bill of quantities (B.O.Q), set of terms and conditions of supply/contract and other details can be seen/downloaded from the e-procurement website www.jktenders.gov.in as per schedule of dates given below.

1	Date of Issue of Tender Notice	22.04.2024
2	Period of downloading of bidding documents	22.04.2024
3	Bid submission start date	23.04.2024
4	Bid submission end date	13.05.2024(2.00pm)
5	Date and time of opening of bids (online)	14.05.2024(2.00pm)

1. Instructions for bidders regarding e-tendering process: -
 - i. Bidders are advised to download bids submission manual from the "Downloads option as well as from Bidders Manual kit" on the website www.jktenders.gov.in to acquaint themselves with bid submission process.
 - ii. To participate in bidding process bidder has to get a Digital Signature Certificate (DSC), as per Information Technology ACT-2000. Bidders can get Digital Certificate from an approved vendor.

- iii. The bidder has to submit their bids online in electronic format with the Digital Signature. No bidding will be accepted in physical form.
- iv. Bids will be opened online as per the schedule mentioned at Para-1.
- v. Bidders must ensure to upload scanned copy of all necessary documents with the technical bid.

2. The department will not be responsible for delay in online submission due to any reason.

(Note: Scan all the documents on 100dpi with Black and White option.)

Sd/-
Chairman
Divisional Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir

No:DSHK/ACCTTS/2024-25/379456

Dated:-22.04.2024

Copy to:

1. Principal Secretary, Agriculture production department, Jammu & Kashmir for information.
2. Director Sheep Husbandry Department Kashmir.
3. Director Industries & Commerce Department Kashmir.
4. Joint Director (Extension) Sheep Husbandry Department Kashmir.
5. Joint Director (Farms) Sheep Husbandry Department Kashmir.
6. District Sheep Husbandry Officer (Sr. Most)
7. Accounts Officer Directorate of Sheep Husbandry Department Kashmir.
8. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website.
9. Incharge publicity with the request to forward the NIT to Joint Director Information for publishing the NIT in at least two leading local/national print & electronic media.

Detailed terms and conditions for submission of online tenders.

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1. General Instructions.

- 1.1: The Interested bidders may download the tender documents from the website www.jktenders.gov.in from 22.04.2024 to 13.05.2024 (2.00pm).
- 1.2: Online bids in two parts i.e. technical bid (Part 1) and Financial bid (Part 2) shall be submitted on the website www.jktenders.gov.in from 23.04.2024 to 13.05.2024(2.00pm).
- 1.3: Clarifications if any will be entertained from 22.04.2024 to 28.04.2024
- 1.4: The technical bids uploaded on the website will be opened on 14.05.2024 at 2.00pm in the office chamber of Chairman, Divisional Level Purchase Committee, Sheep Husbandry Department JandK, Kashmir (Director Sheep Husbandry Department, Agriculture Complex, LalMandi Srinagar Kashmir. In case, the said date is declared as holiday the bids will be opened on the next working day at the same time.
- 1.5: The above schedule regarding date and time is tentatively fixed, however, the Chairman DLPC reserves the right to change the date and time of activities in case of any exigency through a notice on e-tenderingportalwww.jktenders.gov.in and on official website of the Directorate of Sheep Husbandry Kashmir.
- 1.6: Disclosure of rate/discounts special offers in the technical bid may be understood as mal practice and as such the bid shall be rejected.
- 1.7: All the original documents should be produced at the time of scrutiny, if asked for by the technical evaluation committee.
- 1.8: The DLPC reserves the right to accept or reject any tender or any part of the tender before, during or after the tender without assigning any reason thereof.
- 1.9: No conditional tender will be accepted entertained.
- 1.10: The bidder has to submit a non-refundable tender fee of Rs1500/= in form of a demand draft (hard copy) in favour of Member secretary Accounts Officer Sheep Husbandry Department Kashmir by last date of tender submission in an envelope clearly mentioning the e-NIT no.

Valid scanned exemptions certificate for seeking exemption of tender fee issued under price preference rules for MSME/SSI units should be uploaded.

- 1.11: The tenders without tender fee shall be out rightly rejected. Firms that are eligible for exemption for the payment have to submit and upload the scanned document in support of such exemption.
- 1.12: No technical/financial bid shall be accepted in hard copy.

2. Eligibility

- 2.1: All Original manufacturers/companies of repute and firms in line possessing valid authorization of principals having relevant license authenticated by Drug Controller administration shall be eligible for participation of the tenders.
- 2.2: In the tender, either the manufacturer or its authorised dealer can be considered as valid bidders. In cases where the manufacturer has submitted the bid , the bids of its authorised dealer will not be considered and Emd will be returned.
- 2.2.1: The minimum average annual turnover of bidder and in case of supplier of the principal manufacturer for financial year 2020-2021,2021-22,2022-23, should be Rs70.00 lakhs. The certificate to the effect issued by practicing Chartered Accountant should be uploaded (Annexure 2) along with the copy of balance sheet of the bidder and in case of supplier of the principal manufacturer duly attested by chartered accountant for the financial year2020-21,2021-22,2022-23.The turnover should be in terms of vaccine exclusively.

- 2.3:- Apart from the above necessary eligible criteria other documents required from the bidder as envisaged in the other conditions of the tender documents are mandatory for being eligible in the present proposal of the tender.
- 2.4:- A bidder shall not have conflict of interest with other bidders. A bidder found to have conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process , if :
- (a) they have controlling partner(s) in common or
 - (b) they receive or have received any direct or indirect subsidy/financial stake from any of them or
 - (c) they have the same legal representative/agent for purposes of this bid : or
 - (d) they have relationship with each other , directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder :or
 - (e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However , this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- 2.5:- Procurement shall be made in accordance to provision 1.10.6 of Manual for procurement of Goods (June 2022) as such only class I local supplier shall be eligible to participate in the tender. The bidder shall be required to indicate percentage of local content and details of the location (s) at which local value addition is made. The self-certification shall be provided that the item offered meets the local content requirement for class I local supplier. False declaration will be a breach of the code of integrity under rule 175 (1) (i) (h) of GFR for which bidder or its successor shall be debarred for two years along with such other actions as may be permissible under law.

3. Micro and Small Enterprises and SSI Units

- 3.1: Bidders claiming relaxation for MSE's /SSI have to submit a valid Udhhyogaadhar certificate.
- 3.2-Participating Micro and Small Enterprises quoting price within price band of L1+15 % shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a micro small and medium enterprise. In case of more than one such Micro and Small Enterprises the supply shall be shared proportionately. This relaxation is in view of the procurement policy for MSE's. This is also with the objective of achieving minimum of 25% of annual purchases by Micro and Small Enterprises. Within 25% , a purchase preference of 4% shall be reserved for MSE owned by scheduled caste/scheduled tribe entrepreneurs and 3% is reserved for MSE's owned by women entrepreneurs(if they participate in the tender process and match L1 price).However in the event of failure of such MSE's to participate in tender process or meet tender requirement at L1 price 4% sub target for procurement earmarked for MSE's owned SC/ST entrepreneurs and 3% earmarked to women entrepreneurs will be met from other MSE's. MSE's would be treated as owned by SC/ST.
- 3.3 The condition of prior turnover and prior experience has been relaxed for start-ups only which are recognised by department of promotion of industry and internal trade and the start up

claiming exemption has to upload certificate from DPIIT as clarified by Ministry of micro small scale industries vide letter no-F.18/14/2020-ppd dt-29.6.2020.

- 3.4 In case of MSE's the condition of submission of EMD has been relaxed instead they shall submit a security bid declaration in the form of annexure 1(a). For the exemptions the MSE has to upload the udhyog aadhar registration. The benefits of Public procurement policy applicable to MSE's shall be given to all eligible MSE's irrespective of relevance of product category in light of GOI OM no-Ministry of small and medium enterprises OM no-1(3)/2018-ma part 3 Dt-25.03.2022.
- 3.5.1 Retail and wholesale traders registered on Udhyam portal are not eligible for benefit from public procurement policies for MSE's.
- 3.6 The authorised distributor(having udhyog aadhar registration) participating on behalf of non MSE principal manufacturer shall not be eligible for emd, tender fee relaxation and for any purchase preference as per procurement policy for MSE's.

4. EMD/Performance Security:-

- 4.1:- Bid security/earnest money for an amount of Rs348000/- Three lakh forty eight thousand only in the form of accounts payee demand draft, fixed deposit/CDR favouring A.O Sheep Husbandry Kashmir, Lal Mandi, Srinagar J & K initially valid for a period of 6 months to be extended further as per finalization of the contract needs to be submitted. The bidder has to upload scanned copy of CDR/FDR/DD with the bid and hard copy shall be submitted by the last date of the submission of bid in an envelope clearly mentioning the e-NIT no. EMD of unsuccessful bidders will be returned to them at an earliest after the award of contract to successful bidder but the department shall not be responsible for any loss or depreciation that may occur as hither-to-fore while in its possession nor be liable to pay any interest thereof. EMD shall be refunded to the successful bidder on receipt of performance security. Tenders without EMD shall be rejected. In case of MSE's the condition of submission of EMD has been relaxed instead they shall submit a security bid declaration in the form of annexure 1(a).
- 4.2:- The successful bidder shall have to deposit refundable performance security equal to 5% of the supply value of the purchase order in favor of AO Sheep Husbandry Kashmir/Purchase Officer as the case may be at the time of receipt of the supply order. In case of failure to make the said deposit, the contract shall be cancelled. The security deposit shall be liable to be forfeited by order generating authority for non/short supply of the ordered item in stipulated time frame from the receipt of order. Partial deposit or previous deposit of the security money for any supply order will not be entertained and new security deposit should be submitted for each supply order. The performance security will also be forfeited in the event of breach of contract or unsatisfactory supplies. Security money deposited will be refunded after satisfactory completion of the supply and a certificate pertaining to this will be issued to the supplier. No proportionate refund of the security money will be allowed if the supplied quantity falls below the ordered quantity.

5. TECHNICAL BID:

5.1:- **Application:-**

Bidder will have to upload the prescribed application format (Annexure -1) duly filled in signed and affixed with the seal of the firm by indicating full communicating address with Pin code, Telephone No, Fax and others.

5.2:- **Bid Declaration (Annexure-1(a))**

Bid declaration in case of MSME's as per Annexure – 1(a) should be uploaded.

5.3:- **Tender Fee:-**

Copy of demand draft for Rs.1500/=on account of tender fee should be uploaded. The original demand draft should be submitted (Hard Copy) to Member Secretary DLPC(AO Sheep Husbandry Department Kashmir) by last date of tender submission.

Valid exemptions certificate for exemption of tender fee issued under price preference rules for MSME's/SSI units should be uploaded.

5.4:- Each bidder has to upload Affidavit duly attested by the notary declaring that:-

- a) The documents enclosed with the tender are original and genuine and have not been tempered or fabricated.
- b) the firm has not been blacklisted in the past by any Government or Private Institutions.
- c) There is no Vigilance/CBI case pending against the bidder and in case of intermediary of both the Principal and the intermediary.
- d) All the terms & conditions of NIT are acceptable to us.

5.5:- **INCOME TAX RETURN**

Copy of Income Tax Return of the bidder and in case of supplier of both the Principal and the intermediary for the year 2020-21,2021-22,2022-23(assessment year).

Copy of PAN card of the bidder and in case of supplier of both the Principal and the supplier should be uploaded.

5.6:- **GST REGISTRATION:-**

Copy of GST registration certificate & return filed for 3rd quarter of 2023-24 of the bidder and in case of supplier of both the Principal and the supplier.

5.7:- Copy of valid GMP/WHO GMP issued as per revised scheduled M of Drug and Cosmetic Act 1945 for Vaccine of the principal/original manufacturer issued by the competent authority for the items /products being quoted.

5.9: Scanned copy of Valid authority letter of the principal/original manufacturer for the year 2023-24 as per form 4 on non-judicial stamp paper/company letter head with seal and signature should be uploaded in case bidder is not principal/original manufacturer. No subletting of authority will be allowed in any case.

5.10: Copy of valid Vaccine manufacturing license of principal/original manufacturer authenticated by the competent authority be uploaded. Copy of valid Vaccine handling license of authorised dealer may also be uploaded.

5.11: Copy of non-conviction certificate in respect of original/principal manufacturer issued by respective drug controller not older than 06-12 months.

6. FINANCIAL BID:-

6.1: The financial bid shall be made online only on the website www.jktenders.gov.in. Disclosure of rates/discounts/special offers in the technical bid may be understood as malpractice and such bid may be rejected.

6.2: Financial bids of only technically qualified bidders shall be opened.

7. RATE:-

- 7.1: The rates offered in the tender shall under no circumstances exceed the MRP as well as the lowest price at which the firm sells the product of the identical description to any other department/ organization or person anywhere in the open market in the state. If incident of quoting higher rate to this department comes to the notice at any point of time during the course of rate contract period undersigned reserves the right to initiate an appropriate action against such firms including Blacklisting, Recovery of excess amount paid as well as forfeiture of performance security.
- 7.2: Rates shall be inclusive of delivery charges and all other incidental charges e.g. Loading unloading, cost of transportation, packing for DDR Nowshera, Kashmir.
- The tentative quantity of Foot & Mouth Disease (FMD) Vaccinerequired by the department is about 15.50 lakh doses approx.,which is subject to increase or decrease as per requirement of the department.
- 7.3:- Rates shall be quoted for one vaccine vial 100ml containing 100 doses.
- 7.4:- GST should be mentioned separately in the whole amount in the dedicated column in the bill of quantity.
- 7.5:- L1 will be determined on the base price only without GST.
- 7.6:- The rate is/are to be quoted in INR or Paisa in net decimal coinage only.
- 7.7:- Enhancement of rate under no circumstance will be accepted for whatever the reasons
- 7.8:- Abnormally low rate of any items quoted by the bidder in the offer without sufficient reason if detected will not be accepted. The Chairman DLPC reserves the right to reject any or all tenders at any stage without assigning any reason thereof. The rates quoted by the bidder shall not exceed the controlled rates if the Government rates are low on the date of uploading the tender. The bidder should quote reasonable price applicable to bulk purchases however quantity order may not likely be enough to be considered as truck load the bidder must however execute the supply of any quantity of ordered item.

8. PERIOD OF RATE CONTRACT:-

8. The Rate contract shall remain valid for a period of 1 year from the date of issuance or till the new rate contract is issued whichever is earlier.

9. AGREEMENT:-

- 9.1:- The successful bidder will have to enter into a contractual agreement with the Directorate of Sheep Husbandry Kashmir as the case maybe within 5 days after award of the contract on the non-judicial stamp paper worth Rs 20/= at their own cost. In the event of failure to execute the agreement in the prescribed manner within the stipulated period by the successful bidder shall forgo the right of the bidder to participate in future tenders of the directorate.
- 9.2:- The agreement should be typed only on one side of the stamp paper duly signed by authorized signatory on each page. The continued pages should be typed on the conquest paper.
- 9.3:- The person signing the tender, any other document forming part of tender on behalf of the firm shall be deemed to warned he/she has the authority to bind the firm in all the matters pertaining to the contract. If at any stage it is found that the person concerned has no such authority, the department may without prejudice to civil/criminal remedies, terminate the contract and hold the signatory liable for all costs & damages.

10. SUPPLY and DELIVERY:-

- 10.1:- Orders for the supply of the approved products will be placed with the successful bidders after the execution of agreement as and when required by the procuring authorities, as and when depending upon their annual consumption. Fresh stock as per the manufacturing batch shall have to be supplied against all indents within stipulated time frame as may be envisaged in supply order.
- 10.2:- The order item must be packed suitably to avoid transit loss and weathering to maintain quality. Cold storage should be maintained at all transit points.
- 10.3 The vaccine should have a minimum shelf life of one and half year on the date of receipt of supplies and manufacturing date should not be older than 6 months.
- 10.4:- It is obligatory for the bidder to note that failure to maintain the delivery schedule of supply of ordered item would be considered as violation of terms and conditions and liable to penalty as per tender conditions.
- 10.5:- Replacement of supply against any rejected consignment must be made positively within the given time frame from the date of intimation, failing which action shall be taken as per tender rules.
- 10.6:- The tendering authority reserves the right to test the vaccine under subject in any govt./govt. approved/NABL accredited laboratory having such facilities and the test report will be binding for taking positive action/cancellation of whole supply order. The tendering authority reserves the right not to disclose the identity of test house. In the event of non-standard and defective supply the batch will be destroyed and if the payment of such batch has already been made, the cost shall be recovered from the firm besides forfeiture of the security deposit. Such firms shall be debarred from supplying the vaccine and also blacklisted. The charges for testing shall be borne by the department. Such costs shall be borne by the department and such rates quoted in boq should be reduced accordingly.
- 10.7:- The decision of the Chairman DLPC regarding the quality of vaccine shall be final and binding on the approved supplier.
- 10.8:- No request for additions/alterations/change in the brand name/specifications etc for the supply as a whole or individual items, shall be acceptable by the department once the contract has been finalized.

11. PAYMENT:-

- 11.1:- The tax invoice against all supplies will be sent in triplicate and invariably be submitted along with the supplies for payment to Indenting Officer. The payment shall be made after satisfactory completion of the supply order (FOR destination) i.e. consignment delivered, verified, accepted and properly entered into stock register and after obtaining satisfactory in-house test analysis report.
- 11.2:- Payment shall be made after satisfactory completion of the contract in all respects however no interest shall be paid to the supplier (successful bidder) in the event of delay in making payment due to whatsoever reasons. In no circumstance's delivery schedule should be affected or linked with the payment of outstanding bills. The payment of bills will be withheld in case of violations.
- 11.3:- All due payments shall be made after deductions of applicable TDS.

11.4:- It shall be obligatory upon every successful bidder to certify on each and every bill that quoted rates are reasonable and are same as are being charged to other government or any other semi government institutes.

12. PENAL ACTION:-

12.1:- If the bidder refuses to enter into written agreement for the required supply within the time specified when requested to do so by the department or refuse to deposit the security money. Such firm's offer will not be taken into consideration and shall be liable to be blacklisted for next 3 years from the date of reporting.

12.2:- The deposited security money furnished by supplier is liable to be forfeited in full by order generating authority and order amount will be cancelled without prejudice, in the event of failure/refusal to deliver as per the schedule, On the recommendations by the order generating authority Chairman DLPC will be at liberty to terminate the contract as whole or a part.

12.3:- The quoted rate shall not exceed the price at which bidder sells the product of identical description to any other government directorate, organization, private institution etc if such instances of higher rates comes to notice, the authority deserves the right to cancel and blacklist the firm.

12.4:- In case the delivery programme is not followed or the bidder backs out in that case the excess cost incurred on account of repurchase will be borne by the firm. Besides non-maintenance of delivery schedule /stoppage of supply may lead to termination of contract along with forfeiture of security money and the firm shall be liable to be blacklisted for next 3 years from the date of reporting.

12.5:- In case of partial quantity of material delivered within the stipulated time 10% of basic cost of material not supplied will be deducted from existing bill of supplier as penalty, besides forfeiture of security money in full. However, if the stipulated period ends on Sunday or govt. holidays, supply should be made on next working day and in that case no penalty shall be chargeable. The defaulting firm may be blacklisted after issuance of a show cause notice. The names of the defaulting suppliers will be also be uploaded on the departmental website.

12.6:- In case the test results for particular batch of vaccine reveal that supplies made are substandard, spurious, the same shall be destroyed and eventuality arising by use of the vaccine shall be at the cost of supplier. The supplier is bound to pay the expenses and the matter shall also be referred to the competent authority for initiation of action under rules besides blacklisting the firm.

12.7:- The firm shall be responsible for any such outbreak which may occur due to any contagious disease in case it is proved to be due to the vaccine supplied. The department shall be at liberty to impose any penalty besides initiating legal proceedings on account of any losses occurred to Livestock.

12.8:- Non-compliance of terms and Conditions laid herein shall constitute the breach of contract and Non-compliance shall be enforced very rigidly.

13. MISCELLANEOUS:-

13.1:- The successful Tenderer shall not assign or sublet the contract in part or in full to any other agency. In all such cases the contract shall be cancelled.

- 13.2:- Any condition that is not indicated in the NIT can be incorporated in the Agreement/Contract before the supply order is placed, if needed.
- 13.3:- GFR, Manual for procurement of goods and services and any other latest guidelines issued by the government pertaining to purchase of stores, shall be followed, even if, there is no specific instruction in this tender document.
- 13.4:- All the issues that may come up during the completion of contract shall be decided by DLPC J& K and the decision of the Chairman DLPC Sheep Husbandry Department J&K and the decision shall be final and binding upon the firm.
- 13.4.1:- Any dispute arising out of or in connection with this contract, including any question regarding its existence ,validity and termination ,shall be referred to and finally resolved by arbitration in accordance with the Jammu and Kashmir International Arbitration centre(Arbitration proceedings)Rules.
- 13.5:- That in case of any dispute Principal Secretary ASHF shall be the arbitrator and his decision shall be final and binding on the parties.
- 13.5.1:- The seat of arbitration shall be Srinagar.
- 13.5.2:- The language of the arbitration shall be English.
- 13.5.3:- The laws governing arbitration shall be the laws of India.
- 13.6:- When a tendering firm submits there tender in response to this notification they will be deemed to have understood fully, contents, requirement, terms and conditions of tender. No extra payment will be made on the pretext that tendering firm did not have any clear ideas of a particular point. Any offer made in the response of this tender when accepted by tendering authority will constitute a contract between the parties.
- 13.7:- All notices intended to be served to the bidder will be deemed to have been duly served, if sent by the registered post to address mentioned in the tender or any other address permissible by law. All the instructions either given in tender notice, annexure forms are binding upon the bidder. In the event of delay/non-availability, garbled printout, inaccessible website for downloadingtender documents, the tender signing authority shall not be held responsible. Everydocumentuploaded should be clearlyvisible otherwise it will not be considered.
- 13.8- Force majeure clause shall not be acceptable.
- 13.9:- Any loss/damage/shortage observed on receipt of supplies, reported by the concerned official shall be responsibility of supplier, who shall be required to replenish the loss possibly within 15 days from the date of intimation sent by the intending officer. No extra cost shall be admissible for the same. Failure to replenish the above losses shall be liable for deduction from the corresponding amounts of bills which shall be final and binding.

13.10:- Packing & Marking will be as per provisions of applicable Pharmacopeia & as specified under Drugs & Cosmetics Act, 1940 as amended to date. The vaccine vial labels/inserts shall include **Strains** of the virus to be used against, adjuvant, dosage & route of administration, precautions, batch number, date of manufacture, date of expiry, name of manufacturer etc.

13.11:- The vaccine shall have active ingredients at the maximum permissible level throughout the shelf life period of the vaccine. The sample will be drawn anytime throughout the shelf life period. Samples collected by departmental verification committee at random from any batch of vaccine will be subjected to testing by drug controller or any other accredited agency at the discretion of verification committee.

13.12:- The vaccine shall be stored & or transported between 2 degree & 8 degree centigrade. The cold chamber maintenance of the supply of vaccine shall be ensured by the seller up to the designated designation.

13.13:-It shall be obligatory for the approved suppliers that on each vial are printed clearly indicating date of manufacture, date of expiry, batch no.,place of manufacture,MRP. Supplies without these details shall be rejected.

Sd/-

**Chairman
Divisional Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir**

No:DSHK/ACCTTS/2024-25/Date:

Copy to:

1. Principal Secretary, Agriculture production department,Jammu& Kashmir for information.
2. Director Sheep Husbandry Department Kashmir.
3. Director Industries & Commerce Department Kashmir.
4. Joint Director (Extension) Sheep Husbandry Department Kashmir.
5. Joint Director (Farms) Sheep Husbandry Department Kashmir.
6. District Sheep Husbandry Officer (Sr. Most)
7. Accounts Officer Directorate of Sheep Husbandry Department Kashmir.
8. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website.
9. Incharge publicity with the request to forward the NIT to Joint Director Information for publishing the NIT in at least two leading local/national print & electronic media.

ANNEXURE-1
Application format

e-Tender Reference No:-

Date:-

To Chairman

**Divisional Level Purchase Committee
Department of Sheep Husbandry
Government of Jandk**

**Subject:- E-procurement for Supply of Foot & Mouth Disease (FMD)
VaccineVaccine
Department of Sheep Husbandry Kashmir**

Sir,

With reference to your online NIT:- _____ Dated

:- _____

1. I the supplier is hereby furnishing the rates for the supply tendered for as per your specifications,termsand conditions to department of Sheep husbandry (Decentralized units of the Directorate of Sheep Husbandry Kashmir.
2. I hereby agree to abide by and fulfill all the terms and conditions laid down in online tender notice/ tender (tender terms and conditions, Annexure). The default thereof and pay the penalties/sums or money that may be imposed by the Chairman Divisional level Purchase committee.
3. I declare that I have never failed to execute the agreement with department of the sheep husbandry at any instance in the past.
4. I declare that have never been debarred blacklisted by any government concern/government institutions in the country as a whole, for any item/ items (quoted in this tender).
5. I offering rates for the supply and BOQ and assure execution as per the requirement to the department of Sheep Husbandry Jammu and Kashmir.

8. I propose that the order and the bill should be in the name of _____ Mobile No. _____ and account no.-----
9. I also agree that the decision of the Chairman DLPC department of Sheep Husbandry in all matters in respect of this online tender will be final and binding on me.
10. I also agree to execute on being called upon to enter into a formal agreement embodying the terms and conditions containing herein.
11. I Affirm the information provided in the tender is true and correct.

Yours Faithfully

Signature & Date
Name of the Bidder and Date

ANNEXURE – 1 (a)

BID DECLARATION(In case of MSE's)

To

The Chairman
Divisional level purchase committee
Department of Sheep Husbandry department Kashmir
Lal-Mandi Srinagar.

Sir,

I/We understand that according to Finance department Civil Secretariat JandK Jammu Srinagar Circular No.FD-Codes/233/2021-02-27 DATED:-10-02-2022 , bids must be supported by a bid security declaration. I/we declare that I/We may be disqualified from bidding if I/We are in breach of any obligation under the bid conditions that I/We:-

1. Have withdrawn/modified/amended/impaired or derogated for the tender during the bid validity specified in form of bid.
2. Fail or refuse to execute the contract.
3. Fail or refuse to furnish the performance security.

I/we solemnly declare that in case I/We withdraws/amends his /her tender or impairs or derogates from the tender in any respect within the validity of the tender I/we shall pay a penalty as decided by the DLPC towards the department.

Witness 1

Witness 2

Seal and Signature of the Bidder

ANNEXURE 3

Annual turnover certificate

(Certificate from the Chartered firm on the official letter pad of the Chartered Accountant)

This is to certify that having been examined the audited balance sheet and profit and loss accounts and other records of M/S _____
having its office at _____
the average annual turnover of M/S _____ for financial year 2020-
21,2021-22,2022-23 is Rs: _____ lakhs in terms of vaccine only.

UDIN no.

**Signature of the Chartered Accountant
with registration no. of the firm and official seal.**

Signature of the Bidder.

Form 4:

Original Manufacturer's Authorization

(On Company Letter Head) (To be submitted as part of Technical bid)

OM's Name _____ [Address and Contact Details]

OM's Reference No. _____ Date.....

To
Chairman DLPC
Sheep Husbandry department

Dear Sirs,

Ref. Your Tender Document No. Tend No./xxxx; Tender Title: GOODS

- 1) We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs----- (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is, dated/ since.....
- 2) We further confirm that no Contractor or firm or individual other than Messrs. (name and address of the above-authorised dealer) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
- 4) Our details are as under:
 - a) Name of the Company:.....
 - b) Complete Postal Address:
 - c) Pin code/ ZIP code:
 - d) Telephone nos. (with country/ area codes):
 - e) Fax No.: (with country/ area codes): Mobile Nos.: (with country/ area codes):
 - f) Contact persons/ Designation: Email IDs:
- 5) We enclose herewith, as appropriate, our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully, [signature with date, name, and designation] for and on
behalf of Messrs..... [name& address of the OM and seal of company]

Form 1.1 - Bidder Information

(To be uploaded as part of Technical bid) (On Company Letter-head)

(Along with supporting documents, if any) Bidder's Name ____ [Address and Contact Details]

Bidder's Reference No. _ Date.....

Tender Document No. Tend No. /xxxx; Tender Title: GOODS

Note: Bidder shall fill in this Form following the instructions indicated below. No alteration to its format shall be permitted, and no substitutions shall be accepted. Bidders shall enclose certified copies of the documentary proof/evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bid shall be liable to be rejected as non-responsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/phrases not applicable to you)

(A) Bidder/ Contractor Particulars

- a) Name of the Company
- b) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- c) Place of Registration/ Principal place of business
- d) Complete Postal Address
- e) Pin code/ Zip Code:
- f) Telephone nos. (with country/area codes):.....

- g) Mobile Nos.: (with country/ area codes):
- h) Contact persons/ Designation:.....
- i) Email IDs

(B) Taxation Registrations

- a) PAN number:
- b) Type of GST Registration as per the Act(Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number in Consignor and Consignee States.
- d) (d) Contact Names, Nos. &email IDs for GST matters (Please mention primary and secondary contacts):.....
- e) We solemnly declare that our GST rating on the GST portal/Govt. official website is not negative/ blacklisted.
- f) Documents to be submitted : Self-attested Copies of PAN card and GSTIN Registration.
- g) Authorization of Person(s) signing the bid on behalf of the Bidder.
- h) Full Name:
- i) Designation:

(C) Signing as

1. A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
2. A partnership firm. The person signing the bid is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney,
3. A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

(D) Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/Mobile numbers:
- d) d. Email Address:

(Signature with date)

.....

(Name and designation)

**Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company}**

DA: As above

Form 1.2: Eligibility Declarations

(To be uploaded as part of Technical bid) (On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No./xxxx; Tender Title: GOODS Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No.

Date.....

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

- a) We hereby confirm that we are comply with all the stipulation of NIT -
And declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:
- b) **Legal Entity of Bidder:**
- c) We are/are not a JV _____
- d) We solemnly declare that we (including our affiliates or subsidiaries or constituents) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons; (including our Contractors/subcontractors for any part of the contract):
1. Do not stand declared ineligible/blacklisted/banned/debarred by the Procuring Organisation or its Ministry/Department from participation in its Tender Processes; and/or
 2. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/suspended/blacklisted/banned/debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - a. Do not have any association (as bidder/ partner/ Director/employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - b. We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

ment.

3. We haveno conflict of interest, which substantially affects fair competition.

The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017:** We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

5. **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties.

Tender Document. (Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

BOQ-

Description	Qty	Unit(1 vial with 100 doses -100 ml vial)	Base Rate inclusive of all delivery and incidental charges .	Gst	Total
FMD vaccine serotype O,A,Asia 1(Oil adjuvant vaccine),DDR nowshera	1	1			
FMD vaccine serotype O,A,Asia 1(Adsorbed on Aluminium hydroxide gel),DDR nowshera	1	1			