

File No.ASHF-ACCT/12/2021-02-DIRECTORATE SHEEP HUSBANDRY DEPARTMENT
KASHMIR

**Government of Jammu & Kashmir,
Office of the Chairman State Level Purchase Committee,
Sheep Husbandry Department, J&K, Srinagar
(Directorate of Sheep Husbandry,Lalmandi, Srinagar)**

e-Nit No:-DSHK/ACCTS/2022-23/2364-93

Dated:- 01 .06.2022

Subject: E-Procurement Notice for the supply of Sheep pox 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 State 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 SHEEP POX VACCINE.

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	1.06.2022
2	Period of downloading of bidding documents	1.06.2022
3	Bid submission start date	2.06.2022
4	Bid submission end date	22.06.2022
5	Date and time of opening of bids (online)	23.06.2022(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.)

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

No:DSHK/ACCTS/2022-23/2364-93

Date: 01 .06.2022

Copy to:

1. Financial Commissioner(Addl.Chief secretary),Agriculture Production Department, Jammu and Kashmir for information.
2. Director Sheep Husbandry Department, Jammu for information.
3. Joint Director Extension Sheep Husbandry Department Kashmir for information.
4. Joint Director Extension Sheep Husbandry Department Jammu for information.
5. Joint Director Farms Sheep Husbandry Department Kashmir for information.
6. Joint Director Farms Sheep Husbandry Department Jammu for information.
7. All the DSHO's J & K for information.
8. Accounts Officer Sheep Husbandry Department Kashmir for information.
9. Accounts Officer Sheep Husbandry Department Jammu for information.
10. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website
11. Incharge publicity with the request to give wide publicity to the NIT through at least two leading local/national print & electronic media.

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

**Detailed terms and conditions for submission of online
Tenders.**

Table of Contents

1. General Instructions	.....
2. Eligibility	.....
3. Micro and Small Enterprises and SSI Units	.....
4. EMD/Performance security.....	.....
5. Technical bid	.....
6. Financial bid	.....
7. Rate	.....
8. Period of Rate contract	.....
9. Agreement	.....
10. Supplies/Delivery	.....
11. Payment	.....
12. Penal Action	.....
13. Miscellaneous	.....
14. Annexures.....	.....

1. General Instructions.

- 1.1: The Interested bidders may download the tender documents from the website www.jktenders.gov.in from 1.06.2020 to 22.06.2022 upto 4PM.
- 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 02.06.2022 to 22.06.2022 upto 4PM.
- 1.3: Clarifications if any will be entertained from 1.06.2022 to 10.06.2022 upto 4PM.
- 1.4: The technical bids uploaded on the website will be opened on 23.06.2022 at 2:00 PM in the office chamber of Chairman, State 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 SLPC 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 SLPC 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 favor of Member secretary Accounts Officer Sheep Husbandry Department Kashmir by last date of tender submission.

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 control administration shall be eligible for participation of the tenders.
- 2.2: The minimum average annual turnover of bidder for the financial year 18-19,19-20 2020-21 should be Rs 35 lakhs. The certificate to the effect issued by practicing Chartered Accountant should be uploaded (Annexure 3) along with the copy of balance sheets duly attested by chartered accountant for the financial year 18-19,19-20,20-21.The turnover should be in terms of vaccines 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.

3. Micro and Small Enterprises and SSI Units

- 3.1: Bidders claiming relaxation for MSE's /SSI have to submit a valid SSI or relevant registration, exemption and verification 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 JandK procurement policy for MSE's and SSI Units and Finance department circular no. A/106 (03)-II-244 dt. 11-01-2020.This is also with the objective of achieving minimum of 20% of annual purchases by Micro and Small Enterprises. However this procurement goal of minimum of 20% of annual purchases of the product from Micro and Small Enterprises shall not be mandatory for the department of Sheep Husbandry.

4. EMD/Performance Security:-

- 4.1:- No earnest money is to be deposited/submitted with the bid however bid security declaration duly self attested as per finance department JandK Civil secretariat Jammu Srinagar Circular No. A/Misc/2018-III-895/J Dated: 02-12-2020 (Annexure – 3 a) should be kept in the bid documents.
- 4.2:- The successful bidder shall have to deposit refundable performance security equal to 3% of the supply value of the purchase order in favor of AO Kashmir/AO Jammu 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 Pincode, Telephone No, Fax and others.

5.2:- Bid Declaration (Annexure– 2)

Bid declaration as per Annexure – 2 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 SLPC (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.

5.5:- SELF DECLARATION:-

Each bidder has to upload a self attested(with seal) Non Blacklisting certificate that the firm has not been blacklisted in the past by any Government or Private Institutions.

5.6:- INCOME TAX RETURN

(iii) Original Income Tax returns for last 3 Assessment years i.e,2019-20, 2020-21, 2021-22 are to be uploaded

(iv) PAN Card issued by the competent authority should be scanned and uploaded

5.7:-GST REGISTRATION:-

Each bidder will have to upload original GST certificate obtained by the competent authority. If the bidder is exempted from the GST they should upload the exemption certificate obtained from the competent authority. Bidder should also upload a GST return file copy/Tax clearance certificate for 1st quarter of 2021-22.

5.8 :- Copy of valid GMP/WHO GMP issued as per revised schedule 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 :- SSI units have to upload original GST registration certificate issued by concerned DIC.
- 5.11: Scanned copy of Original Authority (self attested) of the principal/original manufacturer for the year 2022-23 on non-judicial stamp paper/company letter head with seal and signature should be uploaded. No subletting of authority will be allowed in any case after finalization of tender.
- 5.12: Copy of valid vaccine manufacturing license of principal/original manufacturer authenticated by the competent authority beuploaded. Copy of valid vaccine handling license of authorised dealer may also be uploaded.
- 5.13: Copy of non conviction certificate in respect of original/principal manufacturer issued by respective drug controller not older than 06 months should be uploaded.
- 5.14: There should be no vigilance or CBI case pending against the supplier ,self attested certificate to this effect should be uploaded.

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.
- 6.3: The SLPC reserves the right to accept or reject any tender at any stage without assigning any reason whatsoever. The rates of vaccines which are imported from outside the country should be quoted only by such firms who are holding valid import license. Attested copies of such import license should be uploaded. They shall also be responsible for clearance of their items from the customs department and any duties shall be paid by them.

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 and DIL Kartholi,Jammu.

The tentative quantity of sheep pox vaccine required by the department is about 35 lakh doses approx., which is subject to increase or decrease as per requirement of the department.

- 7.21: Rates shall be quoted per dose only. The vaccine vial should contain 50 doses of live attenuated sheep pox vaccine packed with 50 ml sterile dilutant provided along with the pack.
- 7.3:- GST should be mentioned separately in the whole amount in the dedicated column in the bill of quantity.
- 7.4:- L1 will be determined on the base price only without GST.
- 7.5:- The rate is/are to be quoted in INR or Paisa in net decimal coinage only.
- 7.6:- Enhancement of rate under no circumstance will be accepted for whatever the reasons
- 7.7:- Abnormally low rate of any items quoted by the bidder in the offer without sufficient reason if detected will not be accepted. The Chairman SLPC 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/Jammu 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 warrant 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 supplies 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 indent 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 The supplier shall have to provide a certificate to the department at the time of supplies that the items supplied are infection free and moreover the supplies made are from the areas where no infection/disease were prevailing at the time purchase was made.
- 10.5:- 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.
- 10.6:- 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.
- 10.7:- 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 supplier.
- 10.8:- The decision of the Chairman SLPC regarding the quality of vaccine shall be final and binding on the approved supplier.
- 10.9:- 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 circumstances 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 SLPC 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 Government 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 , 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 SLPC J& K and the decision of the Chairman SLPC Sheep Husbandry Department J&K and the decision shall be final and binding upon the firm.
- 13.5:- Any legal proceedings shall be subject to jurisdiction of courts within Kashmir only.
- 13.6:- When a tendering firm submits their 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 downloading tender documents, the tender signing authority shall

not be held responsible. Every document uploaded should be clearly visible 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:- 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.

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.

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

No:DSHK/ACCTS/2022-23/2364-93

Date: 01 .06.2022

Copy to:

1. Financial Commissioner(Addl.Chief secretary),Agriculture Production Department, Jammu and Kashmir for information.
2. Director Sheep Husbandry Department, Jammu for information.
3. Director Industries & Commerce Srinagar.
4. Director Food & Control organization Kashmir.
5. Joint Director Extension Sheep Husbandry Department Kashmir for information.
6. Joint Director Extension Sheep Husbandry Department Jammu for information.
7. Joint Director Farms Sheep Husbandry Department Kashmir for information.
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9. All the DSHO's J & K for information.
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12. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website.
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**Chairman
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir**

ANNEXURE-1
Application format

e-Tender Reference No:-

Date:-

To Chairman

State Level Purchase Committee
Department of Sheep Husbandry
Government of Jandk

Subject:- E-procurement for Supply of Sheep pox Vaccine
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, terms and 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 State 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. _____
9. I also agree that the decision of the Chairman SLPC 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 – 2

BID DECLARATION

To
The Chairman
State 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 letter No. A/Misc(2018/3/985/J) Dated: 22/12/2020, 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 SLPC 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 2018-
19,2019-20,2020-21 is Rs: _____ lakhs in terms of vaccine only.

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

Signature of the Bidder.