



Government of Jammu and Kashmir
Directorate of Sheep Husbandry Department Kashmir
Lal-Mandi, Srinagar 190008

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e-Nit No:-DSHK/ACCTTS/21-22/ 11421-33

Dated:- 05 - 11 -2021

Subject: E-Procurement Notice for the supply of Drugs/Medicine.

Reference :- (i) Adminstrative Department Letter No.:- ASHF-Acct/52/2021-03 ANIMAL SHEEP HUSBANDRY AND FISHERIES DEPARTMENT dated:- 03-11-2021.

(ii) Director Sheep Husbandry's Order No.:-149 dated:- 05-11-2021

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 manufacturers/ companies of national repute of Drugs and Medicines for fixing the rate contract for supply of various Drugs/Medicines.

1. 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	05-11-2021
2	Period of downloading of bidding documents	06-11-2021 to 15-11-2021
3	Bid submission start date	06-11-2021
4	Bid submission end date	15-11-2021 (4:00 P.M)
5	Date and time of opening of technical bids (online)	16-11-2021 (2:00 P.M)

2. 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.

3. 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
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir

No: DSHK/ACCTTS/21-22/ 11421-33

Date: 05 -11 -2021

Copy to:

1. Principal Secretary, Animal/Sheep Husbandry 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, Information Department, Kashmir worth the request to kindly give vide publicity to the abbreviated NIT in at least two leading national as well as local print/electronic media.
6. Joint Director Extension Sheep Husbandry Department Kashmir for information.
7. Joint Director Extension Sheep Husbandry Department Jammu for information.
8. Joint Director Farms Sheep Husbandry Department Kashmir for information.
9. Joint Director Farms Sheep Husbandry Department Jammu for information.
10. All the DSHO's J & K for information.
11. Accounts Officer Sheep Husbandry Department Kashmir for information.
12. Accounts Officer Sheep Husbandry Department Jammu for information.
13. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website

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

Government of Jammu and Kashmir
Directorate of Sheep Husbandry Department Kashmir
Lal-Mandi, Srinagar 190008

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Subject: E-Procurement Notice for the supply of Drugs/Medicines for the Department of Sheep Husbandry JandK.

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 06.11.2021 to 15.11.2021.
- 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 06.11.2021 to 15.11.2021
- 1.3: Clarifications if any will be entertained from 06.11.2021 to 11.11.2021
- 1.4: The technical bids uploaded on the website will be opened on 16.11.2021 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 presence of bidders who wish to be present. 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-tendering portal www.jktenders.gov.in and on official website of the Directorate of Sheep Husbandry Kashmir.
- 1.6: Tenders received after due date and time shall not be accepted.
- 1.7: Disclosure of rate/discounts special offers in the technical bid may be understood as mal practice and as such the bid shall be rejected.
- 1.8: All the original documents should be produced at the time of scrutiny if asked by the technical evaluation committee.
- 1.9: 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.
- 1.10: No conditional tender will be accepted entertained.
- 1.11: The bidder has to submit a tender fee of Rs 1,500/= in form of a demand draft (hard copy) in favor of Member secretary Accounts Officer Sheep Husbandry Department Kashmir by or before last day of tender submission.
- 1.12: 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.

2. Eligibility

- 2.1: All manufactures/companies of national repute of the drugs/medicines from last 3 years having relevant license authenticated by the Drug Control Administration shall be eligible for participation of the tenders. The companies of National repute can quote drugs manufactured by their authorized subsidiaries. However eligibility and terms and conditions shall be fulfilled by principal/ original manufacturer as laid down in the NIT.
- 2.2: The bidder must comply with provisions of revise schedule M and must hold a valid Goods Manufacturing Practice (GMP) certificate issued by the competent authority under Drug and Cosmetic rules 1940.
- 2.3: The minimum average annual turnover of the bidder should be Rs. 4.00 Crore from medicines only, the certificate to the effect issued by practicing Chartered Accountant should be uploaded with the technical bid (Annexure 8 a)
- 2.4:- The distributor, agents, suppliers, stockist or any other category are not eligible to participate in the tender.
- 2.5:- The local MSE's/SSI units cannot engage the distributors.
- 2.6: The local MSE'S, agents, suppliers, stockist or any other category are not eligible to participate in the tender through the distributor. Any bidder with repacking license will also not be considered as a manufacturer.
- 2.7: The out of UT bidder may supply through their authorized distributor provided they have no regional sales depot/C&F agent in the state. Authorization letter/certificate issued by bidder in favor of the distributor be uploaded. Distributor means authorized distributor who shall facilitate the process of collection of the order, ensuring timely supply collecting the payment on behalf of the manufacturer.

Authorisation letter in favour of the distributor must be issued by the proprietor/authorized signatory of the manufacturer. Attestation on photograph with full credentials /any written agreements between the bidder and the distributor be uploaded

- 2.8: If out of the UT bidder proposes that order and payment are to be made in the name of the distributor such distributor must be an authorized distributor of the bidder with minimum annual turnover of Rs 2 Crore for the Assessment year 2018-19, 2019-20, 2020-21. Average annual turnover certificate (Annexure 8 b) of the distributor to this effect issued by the practicing Chartered Accountant should be uploaded in the e- tender portal.
- 2.9: The bidder will have to upload their authorized distributors documents i.e. PAN, GSTIN certificate, Trade License, Drug License.
- 2.10: It is however made clear that the agreement in pursuance of accepted tenders will be executed only with the bidder who will be responsible for the supply and not with the distributor. The bidder shall only be responsible for extending guarantee obligations.
- 2.11: The distributors should be nominated in the bid itself. Nomination of the distributor after opening of the tender shall not be accepted.
- 2.12: The bidder must have sales in the open market. At least 20% of the total production of the drugs/medicine during the last two financial years should have been sold to any other organization party persons other than government department (Annexure 3 b).
- 2.13: 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.
- 2.14: The bidder shall submit an undertaking for presence/working in other states/U.T's besides J&K.
- 2.15: None of the quoted items should have appeared in CDSCO/State Drug ALERT List during the past one year.
- 2.16: In case of Feed Supplements BIS certification is mandatory. The certificate to this effect may be uploaded.
- 2.17: BIS/FSSAI manufacturing license certificate, exemptions sought if any must be obtained /issued by the concerned competent authority

3. Micro and Small Enterprises and SSI Units

- 3.1: Micro and Small Enterprises whose average turnover for the assessment years 2018-19, 2019-20, 2020-21 is rupees 1 crore would also be eligible to participate.
- 3.2: Bidders claiming relaxation for MSE's /SSI have to submit a valid SSI or relevant registration, exemption and verification certificate.
- 3.3: At least 20% of the total production of the drugs/medicine during the last two financial years should have been sold to any other organization party persons other than government department (Annexure 3 b).
- 3.4:- The local MSE's/SSI units cannot engage the distributors.
- 3.5: 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 J&K 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 J&K 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 Kmr/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:- Prescribed Checklist:-(All the documents should be arranged in serial order as per Annexure-2)

Annexure 2 should be properly filled with relevant page No. of the related documents as attached in the bid. For non applicability of any or some documents, please mention clearly N/A in the checklist. In no case it should remain empty.

5.3:- Bid Declaration (Annexure– 3)

Bid declaration as per Annexure – 3 (a) should be uploaded.

5.4:- Tender Fee:-

Copy of demand draft on account of tender fee should be uploaded. The original demand draft should be submitted to A.O Sheep Husbandry Department.

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

5.5:- Open market Sales:-

The bidder will have to submit a declaration certified by the Chartered Accountant regarding total sales in the open market are at least 20% of the sales (sales other than sales in government department) (Annexure 3 b).

5.6:- Raw Material for Medicine:-

The bidder has to produce documentary evidence in respect of source of procurement of technical grade material and its cost. Copy of import license in case technical grade material has been uploaded.

5.7:-Manufacturing License:-

- (i) Scanned original documents /latest manufacturing license in form 25/form 28 which is in vogue shall be uploaded. The product license should be renewed and up-to-date.
- (ii) In the event of manufacturing license renewal, it is desired to upload the validity certificate from the licensing authority in respect of their license that it continues to be valid during the period of tendering process. License issued for test and analysis shall not be considered.
- (iii) List of products items quoted by the bidder should be underlined in red ink along with the license No. and date. The item No. of the list of medicines (Catalogue Annexure 10) as in the tender document should be mentioned on the left hand side of products/item quoted in the list of the product as approved by drug controlled authority, failing which the tender is liable for rejection and no claim will be entertained.
- (iv) For all the imported products attested photocopy of the valid import license issued by the competent authority in India, Bill of entry/Landing, Invoice of overseas supplier and Certificate of origin shall be uploaded. License for sale of imported drugs in India issued by the concerned license authority duly attested shall also be uploaded.

5.8:- GMP/WHOGMP & ISO CERTIFICATE:-

The bidder has to upload the original valid and latest good manufacturing certificate from the concerned State/UT drug controlling authority confirming revised schedule M & the bidder has also to upload ISO certificate along with the technical bid.

5.9:- PRODUCT MARKET STANDING CERTIFICATE:-

Each bidder should upload drug wise product market standing certificate (last 3 years) issued by the Drug Controlling authority. The item should be marked, highlighted with a marker mentioning therein the Directorate Catalogue No. (Annexure – 4).

5.10:- **NON-CONVICTION CERTIFICATE:-**

- (i) Each bidder should upload original Non-conviction certificate issued by the concerned Drug Control administration, to the effect that the manufacturer is not indulged in any un-ethical manufacturing practice and that his license has not been suspended any time and the firm or its subsidiaries have not been prosecuted during last 3 years. Non conviction certificate must for bidder/authorized distributor
- (ii) The certificate from the drug controller of the respected state that the product has never been declared substandard.

5.11:- **SELF DECLARTRION:-**

- (i) Each bidder shall upload self declared item wise company price list as per Annexure - 5 in perspective of indent 7.1 of this tender.
- (ii) Each bidder has to upload a self declaration for the quoted items which are "**neither blacklisted nor suspended**" as per the Annexure – 6 in form an affidavit from a First Class Magistrate/Notary.

5.12:- **LIST OF PRODUCTS QUOTED:-**

List of items quoted in the excel sheet with catalogue No. should be in the format of Annexure – 7 should be uploaded.

5.13:- **INCOME TAX RETURN and ANNUAL TURN OVER STATEMENT:-**

- (i) The minimum average annual turnover of manufacturer/ companies of national repute of the drugs/medicines should be Rs.4Crore and for the distributor if any should be 2 crore. The certificate to the effect issued by practicing Chartered Accountant should be uploaded with the technical bid (Annexure – 8a) and (Annexure – 8 b).
- (ii) MSE/SSI units have also to submit the turnover certificate in the prescribed format (Annexure – 8 a) however the conditions of eligibility shall be relaxed as per the eligibility criteria stated in the tender documents subject to the production of valid registration certificate and a valid drug manufacturing license/ GMP certificate and fulfillment of other conditions mentioned in the tender in the tender.
- (iii) Original Income Tax returns for last 3 Assesment years i.e,2018-19, 2019-20, 2020-21 are to be uploaded
- (iv) PAN Card issued by the competent authority should be scanned and uploaded

5.14:- **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 till financial year 2020-21.

5.15:- **TRADE LICENSE:-**

The bidders have to upload trade license (up-to-date) in form 20B/21B/21C if applicable issued by the competent authority.

5.16:- **APPOINTMENT OF DISTRIBUTOR:-**

The out of state bidder with no local depot/CNF agent in the state shall have to upload the authorized distributor's documents i.e. PAN, GST registration certificate, Trade license, Drug License and Authorized distributor certificate (Kindly refer to the eligibility criteria in the tender for other terms and conditions for appointment of distributors).

5.17:- **SAMPLE and LITERATURE SUBMISSION:-**

- (i) Each bidder shall have to submit a sample and product literature for the quoted items as per the Annexure – 9 to the office of Director Sheep Husbandry Department Lal-Mandi Srinagar physically on or before 15-11-2021. The Annexure – 9 is to be submitted in duplicate, One copy will be retained by the Directorate of Sheep Husbandry Kashmir and the copy with the acknowledgement from Directorate of Sheep Husbandry Kashmir shall have to be uploaded with the technical bid on e-tendering portal.
- (ii) A recent, complete sample analysis report of submitted sample giving physical test and current analysis with the marking of group in the right side of corner should also be uploaded.
- (iii) The samples shall be in original form in which the supplies are to be made. Loose samples, samples with hand written labels will not be accepted.

- (iv) Non-deposition of sample as above as well as no uploading of acknowledgment will lead to rejection of tender.
- (v) The non approved sample will be returned to the firm at their own expense. The same will have to be taken within 15 days from the date of communication, failing which no claim will be entertained.
- (vi) The container, capping and the labeling etc on the samples must be in conformity with the guidelines laid down in the Drugs and cosmetics act and rules 1940 and 1945 respectively, failing which samples are liable for rejection.
- (vi) The labels of the sample besides complying with statutory regulations of Drugs and cosmetics act 1940 and rules made there under should bear the following information.

(A) Outside of the packet:

- a) Name and Address of the Bidder
- b) Item Number as per Directorate Catalogue (Annexure -10).
- c) Specification of the item as per the (Annexure -10).

(B) On each sample:-

- a) Formula and composition of each item
- b) Batch Number
- c) Date of Manufacture
- d) Date of Expiry
- e) Manufacturing License Number
- f) Quantity/Pack
- g) Name of the Manufacturer
- h) Dosage and Route of Administration

- (vii) The sample and the literature will be examined by the technical experts. The technical evaluation committee shall have the right to cross examine the sample before qualifying the firm to be placed before the financial evaluation committee.
- (viii) The members of the SLPC may visit the premises of the participating firm and inspect the manufacturing firm's analytic and other facilities to arrive at a decision regarding the financial and the technical status of the firm.
- (ix) The sample and product literature of the approved item will be kept in the directorate and will remain there till the expiry of the Rate contract.
- (x) Supply should be executed strictly as per the approved literature/sample.

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:- The offered rates in the bill of quantities for various items should be quoted as per drug list detailed in Annexure – 10.
- 6.3:- 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:- The rate should conform to drug price control order issued by the competent authority as notified from time to time. In the event of decrease in the rates during the contractual period of the tender the successful shall have to reduce the rates.
- 7.3:- Rates shall be uniform and inclusive of delivery charges and all other incidental charges e.g. Loading unloading, cost of transportation, packing for all decentralized units of department of Sheep Husbandry as mentioned below:-
 - a) Directorate of Sheep Husbandry Lal-Mandi Srinagar Kashmir.
 - b) Directorate of Sheep Husbandry Rail head complex Jammu.
- 7.4:- Uniform rate must be quoted applicable to the aforementioned units. Quoting of the separate rates for different destinations of the quoted items will not be considered for acceptance.

- 7.5:- GST should be mentioned separately in the whole amount in the dedicated column in the bill of quantity.
- 7.6:- The accounting unit shall mean the unit as prescribed in the catalogue of the Directorate Annexure – 10. The bidder should take care of that before submitting the bid.
- 7.7:- L1 will be determined on the base price only without GST.
- 7.8:- The rate is/are to be quoted in INR or Paisa in net decimal coinage only.
- 7.9:- The authority doesn't guarantee purchase of all the items mentioned in the catalogue Annexure - 10, since procurement depends upon the actual requirement evaluated by the Filed units. Hence the rates should be quoted accordingly.
- 7.10:- The composition strength, Packing specification and the unit pack are clearly indicated in the catalogue. Products offered which do not conform to the composition strength package specification and the unit pack shall not be considered. Therefore the bidders are requested to go through all the specification before quoting the rates
- 7.11:- Enhancement of rate under no circumstance will be accepted whatever the reasons thereof except any tax imposed by the Government. Attested photocopy of the Government order in this respect is to be submitted by claiming such increase. However such claim shall be decided by the Chairman SLPC upon the merit of each case.
- 7.12:- 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.
- 7.13:- The rates of the drugs and medicines which are imported from outside of the country should be quoted by only such firms which have a valid import license. Attested copies of such import license should be enclosed with the technical bid. They shall also be responsible for clearance of the items from the Customs department. The rates quoted shall be inclusive of customs duty and other duties as well.

8. PERIOD OF RATE CONTRACT

- 8.1:- 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 within 15 days after award of the contract on the non-judicial stamp paper worth Rs 100/= 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:- In case of the failure to execute the agreement by the L1 bidder an opportunity if considered feasible by the Chairman SLPC be given to L2 for the agreement within next 15 working days to supply the said product on L1 rate. Any additional cost on this account shall be at the expense of the L1.
- 9.4:- The parties to the contract are the firm and the department of Sheep Husbandry J & K duly represented by the Chairman SLPC.
- 9.5:- 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 supplies as and when required by the procuring authorities, as and when depending upon their annual consumption. Fresh stock as per the approved sample 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.
- 10.3:- The supply must conform to the given specification of the tender. Any loss, damage breakage or leakage or shortage observed on receipt of supplies, reported by the concerned official, it will be the 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. Sterile items are to be transported in such packing so that no damage to the packages during transportation occurs and the sterility should be maintained properly.
- 10.4:- Supply will normally be accepted on all working days between 11 am - 3 pm. The successful bidder must provide the requisite number of labor to the stores/install the material in their respective stores/places (FOR destinations) as will be indicated from time to time without any additional charges. No supply will be accepted on Sundays and Govt. holidays unless otherwise desired by the receiving authority.
- 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:- All the supplies of items must bear the Inscription in Capital and Bold letters:

“SHEEP HUSBANDRY DEPARTMENT”
“GOVERNMENT OF J& K”
“NOT FOR SALE”

- 10.8:- Distinctively stamped or embossed on original label or individual packets as well unit of ampoules/vials as the case may be.
- 10.9:- All the supplies of the medicine shall display the following particulars on its label and on the carton in the distinct manner.
- a) Pharmacopoeia
 - b) Trade name of the product
 - c) Manufacturing date
 - d) Batch number
 - e) Date of expiry
 - f) Name of manufacture along with license no.
 - g) Exact composition of drugs.
 - h) Storage condition as per requirement of the drug.
- 10.10:- Specification of standard of all drugs should be mentioned against each item, I.P, B.P, U.S.P, B.Vet C, B.P.C, N.F, N.R.I., U.S.N.F as the case may be.
- 10.11:- All the supplies of the drugs/medicine should accompany batch wise laboratory test report failing which the payment will be held back.
- 10.12:- The ordering authority will be free to exercise the option of sending any number of samples, at any point of time, during the contract period collected randomly or on any complaint, to one or more approved laboratories accredited by the Drug controller.
- 10.13:- The ordering authority shall have the liberty to deduct such costs from the payment to be made against the supplies.
- 10.14:- The decision of the Chairman SLPC regarding the quality of the medicines shall be final and binding on the approved supplier.
- 10.15:- The medicines having expiry date must have a shelf life of 18 months on the date of receipt of supplies and should not be older than 6 months from the date of receipt of supply. The vitamin preparations should have a shelf life of 1 year and not older than 3 months from the receipt of supply.
- 10.16:- There shall be no binding on the department to issue purchase orders for all and any items approved by SLPC in respect of approved firms.
- 10.17:- The supply shall not be accepted in loose packing
- 10.18:- The drugs should have active ingredients at the maximum level throughout shelf life period of the drug.
- 10.19:- 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. For Imported items, copies of bill of entry/bill of landing invoice of overseas and certificate of origin shall be produced otherwise payment will not be disbursed. 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 test analysis report . No advance payment shall be made under any circumstances.
- 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 any or all items 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 products 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 drugs/medicines reveal that supplies made are substandard, spurious, the same shall be destroyed and eventuality arising by use of these drugs at field shall be at the cost of supplier. The supplier is bound to pay the expenses and the matter shall also be referred to the drug controller for initiation of action under rules besides blacklisting the firm
- 12.7.- The tendering authority reserves the right to test the drugs 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 deserves the right not to disclose the identity of test house. In the event of non standard and defective supply the batch will be destroyed as per the advice of the Drug Controller and if the payment of such batch has already been made the cost will be deducted from security deposit and from pending bills. Such firms shall be debarred from supplying the drugs/medicines etc and also blacklisted.
- 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 supply order before the agreement for execution of the contract, 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 catalogue of items, tender notice, 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.
- 13.7:- There should be no vigilance or CBI Case pending against the supplier for which the supplier shall submit a self attested declaration.
- 13.8:- All the supplied material should comply with the all relevant pharmacopeias.
- 13.9:- Force majeure clause shall not be acceptable.
- 13.10:- Tenders should be typed partly handwritten/over written shall be rejected.

Sd/-
Chairman
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir
Date: 05 -11- 2021

No: DSHK/ACCTTS/21-22/ 11421-33

Copy to:

1. Principal Secretary, Animal/Sheep Husbandry 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, Information Department, Kashmir with the request to kindly give wide publicity to the abbreviated NIT in at least two leading national as well as local print/electronic media.
6. Joint Director Extension Sheep Husbandry Department Kashmir for information.
7. Joint Director Extension Sheep Husbandry Department Jammu for information.
8. Joint Director Farms Sheep Husbandry Department Kashmir for information.
9. Joint Director Farms Sheep Husbandry Department Jammu for information.
10. All the DSHO's J & K for information.
11. Accounts Officer Sheep Husbandry Department Kashmir for information.
12. Accounts Officer Sheep Husbandry Department Jammu for information.
13. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website.

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

ANNEXURE-1
Application format

(To be furnished on companies official letter pad with full address, TelephoneNo., Fax No., Email address and website)

e-Tender Reference No:-

Date:-

**To Chairman
State Level Purchase Committee
Department of Sheep Husbandry
GovernmentOf Jandk
Subject:- NIT for supply of Drugs and Medicines for department of Sheep Husbandry Kashmir**

Sir,

With reference to your online NIT:- _____ Dated :- _____

1. I/We proprietor/Authorized nominee of the firm are hereby furnishing _____ rates for the items tendered for as per your specifications, terms and conditions to department of Sheep husbandry (Directorate and other decentralized units of the Directorate of Sheep Husbandry Jammu/Kashmir).
2. I/We hereby agree to abide by and fulfill all the terms and conditions laid down in online tender notice/ tender (tender terms and conditions, Annexures). The default thereof and pay the penalties/sums or money that may be imposed by the Chairman State level Purchase committee.
3. I/We declare we have achieved /have not achieved (strike out whichever is not applicable) minimum 20% of the sales of production in open market other than the government department.
4. I/We declare that I/We have never failed to execute the agreement with department of the sheep husbandry at any instance in the past.
5. I/We 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).
6. I/We declare that we have not been convicted under any provision of Drug and Cosmetics act 1940 & Drug and Cosmetics rules 1945 or any other law enforced from any competent authority or by any court of law.
7. I/We are offering rates for the item/items in BOQ and assure supply (FOR destinations) as per the requirement to the department of Sheep Husbandry Jammu and Kashmir.

8(a) I/We propose that the order and the bill should be raised in our name for this we have appointed M/S _____ having its Office _____ Mobile No. _____ Email address _____

(or)

8(b) I/We declare we have no sales depot or C&F in Jammu and Kashmir. I/We propose that order and bill should be raised in favor of our authorized distributor for that purpose we have appointed M/S _____ having its office at _____ Mobile No. _____ Email address _____ as authorized distributor who will receive order and payment in its name on our behalf.

8(c) The agreement between ourselves and the distributor and the other documents has been uploaded

9. I/we 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/We also agree to execute on being called upon to enter into a formal agreement embodying the terms and conditions containing herein.
11. I am/we are well acquainted with the facts about the firm and the information provided in the tender is true and correct.

Yours Faithfully
Signature and Official Seal
Name of the Firm and Date

ANNEXURE – 2
CHECKLIST

(Only original is required to be uploaded)

S.No.	Name of the Documents	Yes/No	Page No.
1	Application Form Duly Signed whether uploaded (Annexure 1)		
2	Check list duly signed whether uploaded (Annexure 2)		
3	Bid Deceleration (Annexure 3)		
4	Valid exemption certificate issued under price preference rules and registration certificate for MSE's/SSI units of UT JandK whether uploaded		
5	Scanned original documents of latest(renewed) manufacturing license for the products (drugs and medicines)		
6	Scanned original certificates of Good Manufacturing practice from the drug controlled authority conforming the revised scheduled M whether uploaded		
7	Original Performance certificate drug wise/Product Marketing certificate issued by State Drug Control authority (Annexure 4)		
8	Original Non-Conviction certificate issued by the Drug controller of the concerned state		
9	Self Declaration of the Company Price list (Annexure 5)		
10	Self declaration in form an affidavit from class 1 magistrate that company has neither been blacklisted nor suspended for the quoted items in the past 3 years (Annexure 6)		
11	List of items quoted in the Excel sheet (Annexure 7)		
12	Scanned original certificate issued by the practicing CA stating average annual turnover of the firm Annexure 8(a) and the Distributor 8(b)		
13	Proforma for sample submission duly signed Annexure 9		
14	Scanned original IT returns for last 3 Assessment years Audited balance sheet, profit and loss account for last 3 Assessment years		
15	Authorised Distributorship certificate		
16	Scanned Original document Trade and Drug License (whether uploaded)		
17	Scanned Original PAN Card (Whether uploaded)		
18	Scanned Original document of GST and registration Certificate (Whether uploaded)		
19	Sample analysis report (Whether uploaded)		
20	Documentary proof of technical grade material		
21	Product literature for the items quoted (Whether uploaded)		
24	Certificate by CA that the Sales in the Open market is more than 20% (Annexure 3b)		
25	Name and Specimen signature of the office of the company who is authorized to make correspondence	Name :-	
		Specimen Signature :-	

Note:- The above details have been checked by us and found correct.

Signature of the Bidder with Official Seal

ANNEXURE – 3 (a)

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 (b)

CERTIFICATE FOR 20% SALES OUTSIDE THE GOVERNMENT DEPARTMENT

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

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 _____.

It is certified that M/S _____ have achieved minimum 20% sales of the following product in the open market other than any government department for the year 2019-20, 2020-21.

S.No	Name of the Product	% of open market sales

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

Signature of the Bidder

ANNEXURE – 4
(For a period of last 3 years)
Product Market Standing Certificate/ Performance Certificate

Name and Address of the Manufacturer:-

S.No.	Name of the Product	Year	Remarks of the Drug Controlling Authority

Note:-Bidder shall have to upload Product marketing certificate/Performance certificate in the format given by the Drug Controlling Authority. The above intended format of the certificate is simply to allow the bidder to mention on the left hand side of the products the Directorate Catalogue No. for each quoted Drug item.

ANNEXURE – 5

PRICE LIST

I/We the proprietor the authorized nominee of the firm submit the details of the company price of the drugs and medicines quoted in the tender:-

S.No	Catalogue No.	Company Price (MRP)

Signature and Seal of the Bidder

ANNEXURE – 6
AFFIDAVIT
DECLARATION

1. I/We the proprietor/Authorized nominee's of the firm M/S _____ hereby declare our firm M/S _____ is neither blacklisted nor debarred from any Government authority in last 3 years from the date of affidavit.
2. The undersigned is also declaring that our firm M/S _____ is having ____ years of manufacturing and marketing experience
3. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at request to Chairman SLPC.
4. Certified that I have applied in the tender in the capacity of an individual/ as a partner of the firm and I have not applied severely for the same job.
5. I understand to certify that all the statements made in the attached documents are true and correct and if any declaration submitted is found/ascertain to be incorrect/fabricated/misinterpreted/ fraudulent etc accordingly tender will be liable to be cancelled/terminated immediately.
6. I/my firm/company understands and aggress that the ordering authority will be free to exercise the option of sending any number of samples at any point of time during the contract period collected randomly or on any complain to one or more approved laboratories/Govt. approved/NABL accredited laboratory.
7. I/my firm/Company shall be liable to be prosecuted under relevant section of Indian Penal Code 1860 along with Indian Information act 2008 and any other applicable law from time to time in addition to forfeiture of Security deposit in case of breach of contract at any point of time.

Signature and Seal of the Bidder

Note: Declaration is to be submitted in form of an affidavit from First class magistrate or Notary

ANNEXURE – 7

List of items quoted in the excel sheet

S. No	Group and Item No. as per Catalogue	Nomenclature with description as per catalogue	Manufacturing License No. with validity period	Manufacturing license with uploaded page No.	GMP Uploaded Page No.	Non-Conviction uploaded page No.	Performance of the product Markets certificate Uploaded Page No.	Brand Name

Signature and Seal of the Bidder

ANNEXURE 8 (a)

Annual turnover certificate (Bidder)

It is certified that the annual turnover net of taxes of the firm for the Assessment years 2018-19 is Rs. Crores 2019-20 is Rs. _____ Crores & 2020-21 is Rs. _____ Crores respectively (as per profit and loss account and balance sheet of the firm). The turnover is in respect of medicines only.

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

Signature of the Distributor

ANNEXURE 8 (b)

Annual turnover certificate (Distributor)

(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 annual turnover of the firm for the Assessment year 2018-19 is Rs. _____ Crores 2019-20 is Rs: _____ Crore and Assessment year 2020-21 is Rs: _____ Crore. The turnover is in respect of medicines only.

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

Signature of the Distributor

ANNEXURE - 9

PROFORMA FOR SAMPLE SUBMISSION AGAINST NIT/_____

S.No	Group and Item No. as per Catalogue	Nomenclature with description as per catalogue	Accounting Unit and Packing as per catalogue	Quantity Submitted	One Unit for each sample with a brochure/literature	Batch number	Brand Name of the product

Signature and Seal of the Firm:-_____

Name of the Firm:-_____

The above sample are received in good condition

Signature of the recipient with date and seal _____

Office of the Directorate of Sheep Husbandry Kashmir

ANNEXURE -10
(CATALOGUE OF DRUGS/MEDICINES)
GROUP - A

ECTO & ENDO PARACITIDAL DRUGS (DOSING, DIPPING & DRENCHING)

S.No./ Item code	Nomenclature with description	Accounting Unit	Packaging	
1	Each Tab containing: Praziquantel 50 mg I.P/B.P	1x 4 tab	Strip	
2	Injectable: Each MI Contains: - Closantel Sodium-50 mg, Cyanocobalamin(Vit.B12)-20mcg, Pyridoxine (Vit.B6)-10mcg, Propylene Glycol-Q.S. I.P/B.P	10 ml	Transparent/Amber colour glass vial	

GROUP – B
ANTIBIOTICS & COMBINATION DRUGS

S.No./ Item code	Nomenclature with description	Accounting Unit	Packaging	
1	Injectable: (Streptomycin sulphate equivalent to 2.5g)/vial Procaine Penicillin G 15 lac IU, Penicillin G sodium 5 lac IU International units I.P	Powder in vial (2.5 gm vial)	Transparent glass vial	
2	Injectable: Ciprofloxacin IP/BP 40 mg/ml I.P/B.P	30 ml	Transparent/Amber coloured glass vial	
3	Injectable: Each ml contains Moxifloxacin-10% B.P	30 ml	Amber coloured glass vial	
4	Powder: Each gm. Containing Neomycin sulphate 5 mg, Zinc Bacitracin 250 IU, Sulphacetamide 60 mg IP/BP	10 gm	Aluminum foil lined multi layered paper sachet	
5	Injectable: Fortified Procaine Penicillin 20 lac international units (I.U) Procaine Penicillin G 15 lac IU, Penicillin G Sodium 5 lac international units per vial (Powder) I.P	Powder in vial (20 lac IU)	Transparent glass vial	
6	Oral Suspension containing: (Ciprofloxacin 100mg + Ornidazole 200 mg) / 5 ml I.P/B.P	60 ml bottle	Amber coloured plastic bottle	
7	Injectable: Levofloxacin 100mg/ml I.P/B.P	50 ml vial	Amber coloured glass vial	

GROUP –C

ANALGESICS/ANTISTAMINICS/ANTIPYRETICS/CORTICOSTEROIDS

S.No./ Item Code	Nomenclature with description	Accounting Unit	Packaging	
1	Injectable: Mefenamic acid 50 mg/ml + Paracetmol 50 mg/ml	100 ml vial	Amber colored glass vial	

GROUP – D

MINERAL MIXTURE/TONICS/ANTI DIARRHEAL/ANTI BLOAT DRUGS/ANTISPASMODICS/INFUSION FLUIDS

S.No./ Item Code	Nomenclature with description	Accounting Unit	Packaging	
1	Each 10 ml containing: Ferric Ammonium Citrate equivalent Elemental Iron 54mg, Copper sulphate 40mg, cobalt Chloride 20mg, calcium gluconate 140mg, Niacinamide 18mg, Biotin 30mcg, Folic acid 3mg, Vit. B12 125mcg & Pyridoxine 4mg I.P/B.P	500 ml bottle	Plastic bottle	
2	Liquid Feed supplement containing: Vit. A, D3, E & B12 Each ml contains: Vitamin A = 12000IU, Vitamin D3= 6000IU, Vitamin E = 48 mg, Vitamin B12 = 20mg I.P/B.P	1 lit	Opaque plastic bottle	
3	Each bolus contains: Saccharomyces cerevisiae 25x10 ⁹ , Lactobacillus Sporogenes 20 x 10 ⁶ , Aspergillus oryzae 20 x 10 ⁶ , Fructoligosaccharide 250mg, Biotin 10mg, DL-Methionine 1gm, Zinc Sulphate 200mg, Cobalt sulphate 40mg, Copper sulphate 100 mg I.P/B.P	1 strip containing 8 boli	Strip	
4	Injectable: Each ml containing Sodium salt of 4 Dimethylamino -2-methylphenyl phosphoric acid 0.2 gm I.P/B.P	30 ml vial	Amber coloured vial	
5	Liquid: Each ml containing Vit. A 12000 IU, Vit. D3 6000 IU, Vit. E 48 mg, Vit. B12 20mcg I.P/B.P	60 ml bottle	Amber coloured bottle	
6	Liquid: Each 10 ml contains dried Aluminum Hydroxide IP 600 mg, Magnesium Hydroxide IP 300 mg, Simethicone IP 400 mg, Sorbitol solution 70% IP (Non Crystallizing 100 mg, Dill oil BP 50 mg, flavoured base q.s. Colour Erythrosine) I.P/B.P	100 ml	Amber/Transparent coloured Bottle	
7	Injectable: Atropine Sulphate 1mg/ml I.P/B.P	10 ml vial	Amber colored/Transparent glass ampule	

GROUP – E

ANTISEPTICS/DISINFECTANTS/LAXATIVES/DRESSING MATERIALS

S.No./ Item Code	Nomenclature with description	Accounting Unit	Packaging	
1	Phenyl:- Grade 2 nd RWC min 10, Type: Normal	5 litre	Plastic can	
2	Tincture Iodine I.P/BP Iodine 2.5 w/v Potassium Iodine 2.5 w/v	100ml	Amber colored plastic bottle	

GROUP – G

INDIGENIOUS/HERBAL DRUGS (SAMPLE BASED)

S.No. /Item Code	Nomenclature with description	Accounting Unit	Packaging	
1	Herbal/Ayurvedic digestant corrective & general tonic powder I.P	1 kg packet	Aluminum foil lined multi layered paper bags	
2	Herbal/Ayurvedic Expectorant powder for respiratory affections/disorders I.P	1 kg	Aluminum foil lined multi layered paper bags	
3	Herbal/Ayurvedic powder for diarrhea I.P	1 kg	Aluminum foil lined multi layered paper bags	