



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

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e-Nit No:-DSHK/ACCTTS/22-23/135678

Dated:-25-10-2022

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

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	25.10.2022
2	Period of downloading of bidding documents	25.10.2022 to 15.11.2022
3	Bid submission start date	26.10.2022
4	Bid submission end date	15.11.2022(4.00pm)
5	Date and time of opening of technical bids (online)	16.11.2022(2.00pm)

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/22-23/135678

Dated:-25 -10-2022

Copy to:

1. Financial Commissioner, 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 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



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

Tel. No: 09194-2310604. Fax No: 0194-2311063 Email id: kashmirmerino.sheep@gmail.com

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

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 25.10.2022 to 15.11.2022
- 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 26.10.2022 to 15.11.2022
- 1.3: Clarifications if any will be entertained from 25.10.2022 to 31.10.2022
- 1.4: The technical bids uploaded on the website will be opened on 16.11.2022 at 2:00 p.m 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 2,500/= in form of a demand draft (hardcopy) in favor of Member secretary Accounts Officer Sheep Husbandry Department Kashmir.
- 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 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. The out of UT bidder may supply through their authorized distributor provided they have no regional sales depot/C&F agent in the UT, self attested declaration for same may be uploaded with the technical bid. 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. Authorization 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.
- 2.2: The bidder must comply with provisions of revised 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 for the Financial year 2018-2019, 2019-20, 2020-21 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, 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.
- 2.6: 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 average annual turnover of Rs.2.00 Crore for the Financial year 2018-2019, 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. The bidder will have to upload their authorized distributors documents i.e. PAN, GSTIN certificate, Drug Trade License. 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. The distributors should be nominated in the bid itself. Nomination of the distributor after opening of the tender shall not be accepted.

- 2.7 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).
- 2.8: 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.
- 2.9: The bidder shall submit an undertaking for presence/working in other states/U.T's besides J&K.
- 2.10: None of the quoted items should have appeared in CDSCO & State Drug ALERT List during the past one year from the date of issuance of tender.

3. Micro and Small Enterprises and SSI Units

- 3.1: Micro and Small Enterprises whose average annual turnover for the Financial years 2018-19, 2019-20, 2020-21 is Rs.1.00 crore from medicines only would also be eligible to participate, the certificate to the effect issued by practicing Chartered Accountant should be uploaded with the technical bid (Annexure 8 a) .
- 3.2: Bidders claiming relaxation for MSE's /SSI have to submit a valid SSI or relevant registration.
- 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. No.A/Misc(2018)-III-895/J DATED:-22-12-2020 read along with Circular No.FD-Codes/233/2021-02-27 DATED:-10-02-2022(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 Pin code, 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(a)**

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 before last date of the submission of the tender i.e 28-06-2022.

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 the form of invoice in respect of source of procurement of technical grade material. Copy of import license in case of technical grade material has been imported needs to be uploaded. For Indigenous drugs this shall comply with API/UPI/CCIM.

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 License Retention Fee Receipt issued by the Licensing authority. License issued for test & 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 controlling 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 or WHO GMP:-**

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.

5.9:- **PRODUCT MARKET STANDING CERTIFICATE:-**

Each bidder should upload drug wise product market standing certificate of 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:-**

Each bidder (original manufacturer) should upload original valid Non-conviction certificate issued by the concerned Drug Control administration. Further bidders quoting drugs manufactured by its subsidiaries should also upload the valid non conviction certificate of the subsidiaries issued by the concerned Drug Control administration as well.

5.11:- **SELF DECLARATION:-**

- (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 of an affidavit from a First Class Magistrate/Notary.

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

- (i) List of items quoted in the excel sheet with catalogue No. in the format of Annexure – 7 should be uploaded.
- (ii) A recent complete sample analysis report of the quoted drugs giving physical test & current analysis 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.4.00Croreand for the distributor if any should be Rs.2.00 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 validregistrationcertificateand a valid drug manufacturing license, GMP certificate and fulfillment of other conditions mentioned in the tender document.
- (iii) Original Income Tax returns for last 3 Assessmentyears,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

5.14:- **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 exemptioncertificate obtained from the competent authority. Bidder should also upload a GST return file copy for last quarter of financial year 2021-22.

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 for distributors only.

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 registrationcertificate, Drug Trade License andAuthorizeddistributorcertificate (Kindly refer to the eligibility criteria in the tender for other terms and conditions for appointment of distributors).

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 shall 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 tenderorshall have to reduce the rates.
- 7.3:- Rateshall be uniform and inclusive of delivery charges and all other incidental charges e.g. Loading unloading, cost of transportation, packing for 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. It shall not be zero.
- 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 Field 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:- The parties to the contract are the firm and the department of Sheep Husbandry J & K duly represented by the Chairman SLPC.
- 9.4:- 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 agreement 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 manufacturer 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,A.P.I,U.P.I,C.C.I.M as the case may be.
- 10.11:- All the supplies of the drugs/medicine should accompany batch wise inhouse 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 shelf life of the drug collected randomly or on any complaint, to one or more approved laboratories accredited by the Drug controller. The ordering authority shall deduct such costs from the payment to be made against the supplies.
- 10.13:- The decision of the Chairman SLPC regarding the quality of the medicines shall be final and binding on the approved supplier.
- 10.14:- 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.
- 10.15:- 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.
- 10.16:- The supply shall not be accepted in loose packing.
- 10.17:- The drugs should have active ingredients at the maximum level throughout shelf life period of the drug.
- 10.18:- 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 oversees 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 inhouse 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 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 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:- 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.
- 12.4:- 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.
- 12.5:- 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
- 12.6:- 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 recovered from the firm. Such firms shall be debarred from supplying the drugs/medicines etc and also blacklisted.
- 12.7:- Non-compliance of terms and Conditions laid herein shall constitute the breach of contract and Noncompliance 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 rate contract/Agreement/supply order before execution of the supply order, 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.
- 13.8:- **There should be no vigilance or CBI Case pending against the supplier for which the supplier shall submit a self-attested declaration.**
- 13.9- All the supplied material should comply with all the relevant pharmacopeias.
- 13.10:- Force majeure clause shall not be acceptable.
- 13.11:- Tenders should be typed, partly handwritten/over written shall be rejected.

Sd/-

**Chairman
State Level Purchase Committee
Sheep Husbandry Department
Jammu & Kashmir
Date:-25-10-2022**

No: DSHK/ACCTTS/22-23/135678

Copy to:

1. Financial Commissioner, 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
GovernmentOfJandk

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 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 3a)		
4	Certificate by C.A that the sale in the open market is more than 20% (Annexure 3b)		
5	Documentary proof for Technical grade material in form of invoices		
6	Scanned original documents of latest(renewed) manufacturing license for the products (drugs and medicines)/License Retention Fee Receipt		
7	Scanned original certificates of Good Manufacturing practice from the drug controlling authority conforming the revised scheduled M		
8	Original Performance certificate drug wise/Product Marketing certificate issued by State Drug Control authority (Annexure 4)		
9	Original Non-Conviction certificate issued by the Drug controller of the concerned state		
10	Self Declaration of the Company Price list (Annexure 5)		
11	Self declaration in form an affidavit from class 1 magistrate/Notary that company has neither been blacklisted nor suspended for the quoted items in the past 3 years (Annexure 6)		
12	List of items quoted in the Excel sheet (Annexure 7)		
13	Scanned original IT returns for Assessment years 2019-20,2020-21,2021-22 and Audited balance sheet for financial years 2018-19,2019-20 & 2020-21		
14	Scanned Original PAN Card		
15	Scanned original certificate issued by the practicing CA stating average annual turnover of the firm Annexure 8(a) and the Distributor 8(b)		
16	Scanned Original document of GST and registration Certificate		
18	Valid exemption certificate issued under price preference rules and registration certificate for MSE's/SSI units of UT JandK		
19	Scanned Original Drug Trade License, Pan Card.GST Registration of the distributor		
20	Authorized Distributor Certificate		
21	Self Declaration that no vigilance/CBI case is pending against the bidder		
22	Tender Fee		
23	Sample Analysis Report		
24	Self attested declaration that there is no regional sales depot/C&F agent(in case of out of U.T Bidder who wishes to supply through distributor)		
25	Undertaking for presence in other states		
26	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.

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 CircularNo.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 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/Authorizednominee's of the firm M/S _____ hereby declare our firm M/S _____ is neitherblacklisted nor debarred from any Governmentauthorityin last 3 years from the date of affidavit.
2. The undersigned is also declaring that our firm M/S _____ is having ____ years of manufacturing andmarketing experience
3. The undersigned understands andagrees 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 severly 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 submittedis found/ascertain to be incorrect/fabricated/misinterpreted/ fraudulent etcaccordingly tender willbe 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.

Signatureand Seal of theBidder

Note: Declaration is to be submitted in form of an affidavit from First classmagistrate 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 productMarket 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 financial year, 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
Financial year 2018-19 is Rs. Crores, 2019-20 is Rs: _____ Core and Financial year 2020-21 is Rs: _____ Core.

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

Signature of the Distributor

Annexure-10

Group-A

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

S.No./Item code	Nomenclature with description	Accounting Unit	Packaging
1.	Suspension containing: Closantel 15% w/v I.P	500ml	Plastic opaque bottle
2.	Solution: Each ml contains Amitraz Vet.125mg I.P/B.P	500 ml	Aluminum bottle
3.	Solution: Each ml contains Amitraz Vet.125mg I.P/B.P	250 ml	Aluminum bottle
4.	Tetramisole hydrochloride powder 10% IP/BP	100 gm	Aluminum foil lined multi layered paper sachet
5.	Solution: Each ml contains Fenvalerate 200 mg I.P	1 litre	Aluminum bottle
6.	Solution: Each ml contains Amitraz Vet.125mg I.P/B.P	1 litre	Aluminum bottle
7.	Suspension containing: Each ml contains Rafoxanide (vet) 125mg, Ivermectin (vet) 20 mg I.P/B.P	500 ml	Plastic opaque bottle
8.	Solution containing: Cypermethrin 10% w/v .I.P/B.P	500 ml	Aluminum bottle
9.	Solution containing: Cypermethrin 10% w/v .I.P/B.P	50 ml	Aluminum bottle
10.	Solution containing: Cypermethrin 10% w/v .I.P/B.P	250 ml	Aluminum bottle
11.	Suspension containing: Levamisole HCl IP 37.5 g/L Praziquantel 18.8g/L I.P/B.P	500 ml	Plastic opaque bottle
12.	Suspension containing Fenbendazole 5% w/v, Levamisole 6.78% w/v, Selenium 1% w/v I.P/B.P	500 ml	Plastic opaque bottle
13.	Each 5 ml Fenbendazole IP 250 mg, Rafoxanide IP 200 mg	500 ml	Plastic opaque bottle
14.	Each litre of Suspension containing: Triclabendazole 120g, Oxfendazole 45g, Selenium 1g I.P/B.P	500 ml	Plastic opaque bottle
15.	Each 10 ml contains Triclabendazole 500mg, Albendazole 500 mg	500 ml	Plastic opaque bottle
16.	Suspension each 5ml containing Triclabendazole I.P.(vet) 250 mg + Levamisole Hydrochloride I.P.(vet) 187.5 mg	250 ml	Plastic opaque bottle
17.	Suspension containing Albendazole 5% w/v I.P/B.P	1 litre	Plastic opaque bottle

GROUP – B

ANTIBIOTICS & COMBINATION DRUGS

S.No./Item code	Nomenclature with description	Accounting Unit	Packaging
1.	Injectable: (Streptomycin sulphate equivalent to 2.5g) Procaine Penicillin G 15 lac IU, Penicillin G sodium	Powder in vial (2.5 gm vial)	Transparent glass vial

	5 lac IU I.P/Vial		
2.	Injectable: Ciprofloxacin IP/BP 40mg/ml IP/BP	30 ml	Amber Coloured Glass Vial
3.	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
4.	Injectable: Levofloxacin 100mg/ml I.P/B.P	50 ml vial	Amber Coloured Glass Vial
5.	Injectable: Each ml contains Sulphadiazine 200 mg & Trimethoprim 40 mg I.P/B.P	30 ml vial	Amber coloured glass vial
6.	Each bolus Contains: Nitrofurazone 30 mg I.P, Urea 500 mg I.P Metronidazole 100mg I.P/B.P	1x4 bolus	Strip
7.	Powder: Each gm. Containing Neomycin sulphate 5 mg, Zinc Bacitracin 250 IU, Sulfacetamide 60 mg IP/BP	10 gm	Aluminum foil lined multi layered paper sachet
8.	Each bolus contains Sulphadimidine 3gm IP/BP	1 strip containing 4 bolus	Strip

GROUP – C

ANALGESICS/ANTISTAMINICS/ANTIPYRETICS/CORTICOSTEROIDS			
S.No./Item Code	Nomenclature with description	Accounting Unit	Packaging
1.	Injectable: Mefenamic acid 50mg/ml + Paracetamol 50 mg/ml	100 ml	Transparent/ Amber glass vial

GROUP – D&E

ANTISEPTICS/DISINFECTANTS/LAXATIVES/DRESSING MATERIALS/ANTI DIAHORREAL/ANTI BLOAT/ANTI SPASMODICS/INFUSION FULDS/FEED SUPPLEMENTS			
S.No./Item Code	Nomenclature with description	Accounting Unit	Packaging
1	Each 15 ml contains: -Liq. Paraffin 3.75 ml Milk of Magnesia 11.25 ml I.P/B.P	450 ml bottle	Plastic bottle
2	Antiseptic Handrub containing 2.5% v/v Chlorhexidine gluconate solution IP 0.5% w/v Triclosan 50% v/v Isopropyl alcohol (2-Propanol) IP 25% v/v N-Propanol (1- Propanol) BP skin emollients perfume I.P/B.P	500 ml with dispenser	Plastic bottle
3	Oral Suspension containing: Dimethicone (Simethicone) 1% w/v Dil oil 0.5% w/v I.P/B.P	100 ml	Plastic bottle
4	Liquid: Each 10 ml contains dried Aluminium hydroxide IP	100 ml	Plastic bottle

	600 mg, Magnesium hydroxide IP 300 mg, Simethicone IP 400 mg, Sorbitol solution 70% Ip (Non crystallizing 100 mg, Dill oil 50 mg, flavoured base q.s. colour Erythrosine) I.P/B.P		
5	Injectable Dextrose 5 % & Sodium Chloride 0.9 % IP/BP	500 ml bottle	Plastic Bottle
6	Injectable Ringer lactate IP/BP	500 ml bottle	Plastic Bottle
7	Chelated Oral calcium Containing : Calcium 10000mg , Phosphorus 5000 mg , vit-D3 16000IU , vit B12 200 mg , Chelated cobalt -50 mg , chelated copper -500mg , chelated manganese-60mg , chelated zinc -500 mg , chelated selenium -200mg , carbohydrates -2000000mg I.P/B.P	1 kg	Aluminum foil lined multi layered paper bag
8	Each 100gm contains: Vit. A = 125000IU, Vit. D3 = 12000IU, Vit. E = 50IU, Calcium =25.2 gm, Phosphorous = 18 gm, Copper = 0.15gm, Iodine = 0.05gm, Manganese = 0.20gm, Cobalt =0.02gm, Zinc =0.10gm I.P/B.P	1 kg	Aluminum foil lined multi layered paper bag
9	Each bolus containing Saccharomyces cerevisiae 25x 10 ⁹ , Lactobacillus sporogenesis 20x10 ⁶ , Aspergillus oryzae 20x10 ⁶ , Fructo oligosaccharide 250mg , Biotin 10 mg , DL-methionine 1 gm , Zinc Sulphate 200 mg , Cobalt Sulphate 40 mg , Copper Sulphate 100 mg	1 x 8 bolus	Strip

GROUP – F

OTHER MISCELLANEOUS DRUGS & HORMONES

S.No./Item Code	Nomenclature with description	Accounting Unit	Packaging
1.	Sodium Thiosulphate Powder I.P/B.P	500 gm	Plastic bottle
2.	Methylene Blue-1% I.P/B.P	100 ml	Transparent glass vial
3.	Lignocaine 2% I.P/B.P	30 ml vial	Transparent glass vial