GOVERNMENT OF JAMMU AND KASHMIR
DIRECTORATE OF ANIMAL HUSBANDRY, TALAB TILLO JAMMU
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TENDER NOTICE

For and on behalf of Governor of Jammu and Kashmir, sealed tenders affixed with revenue stamps worth Rs. 5/- (Rs. Five only) are invited from Original Manufacturers / their authorized agents including Small Scale Industrial Units of Jammu and Kashmir State for fixing of Rate Contract for supply of Drugs/ Medicines (Section-I), Sera and Vaccines (Section-II) and Indigenous Drugs (Section-III) for the year 2011-12 on the terms and conditions given hereunder. The tender documents can be purchased against non refundable amount in cash. The tender should reach in the Office of the Director Animal Husbandry Department, Talab Tillo, Jammu/ Director Animal Husbandry Department, Gow Kadal, Srinagar (Kashmir) by or before 30.09.2011 upto 1 pm. The tenders shall be opened by the State Level Purchase Committee, Animal Husbandry Department, J&K in the Office chamber of the Chairman, State Level Purchase Committee, (Director Animal Husbandry Department) Talab Tillo, Jammu in presence of tenderers who wish to be present on 07.10.2011 at 11 AM. However in case it is declared a holiday, the tenders shall be opened on the next working day.

Section-I  Pharmaceutical Drugs, Ectoparasiticidal Drugs, Mineral Mixture Feed Supplements and Additives, Antibiotics Drugs, Sedatives and Analgesics, Anthelmintics and Anti Protozoan Agents, Antiseptics and Disinfectants, Other drugs/ Misc. preparations/Vitamins, Poultry Medicines / Feed Supplements and Dressing Material.

Section-II  Sera and Vaccines

Section-III  Indigenous Drugs

TERMS AND CONDITIONS :-

1. Tender for each section complete in all respect should be sent in a separate sealed cover contained in a single envelop duly filled in on the prescribed tender form addressed to the Chairman, State Level Purchase Committee, Animal Husbandry Department, J&K Talab Tiloo, Jammu. The tender should be put in the tender box kept in the Office of the Director Animal Husbandry Department, Jammu/ Srinagar, or can be received by registered post/courier by or before 30.09.2011 upto 1 PM. Postal delay or any other delay will not be considered. The tender documents alongwith terms and conditions will be available for sale with the Director Animal Husbandry, Jammu/ Kashmir on all working days upto 24.09.2011 on cash payment of Rs. 1000/- each section against proper G.R. The original cash receipt must be enclosed with the tender documents.

The tender for each section on the prescribed proforma should be submitted separately in a single big size envelop containing two separate envelops one for Technical bid (Cover-I) and another for Financial bid (price bid) (Cover-II)
A) Technical bid (Cover-I) should be accompanied with the following documents:

i) Earnest money deposit in the shape of CDR/FDR/TDR or bank guarantee for the required amount as mentioned against each section from Tendering firms only.

ii) Original authority letters of the Principals for the year 2011-12 with seal and signature (Original Manufacturers) wherever applicable

iii) Copy of valid drug manufacturing license/ repacking license from the competent authority duly attested by the Notary.

iv) Copy of valid license for sale of drugs/medicine duly attested by the Notary

v) The manufacturing firm should have annual turnover of Rs 8 crores or more, per annum for Vety Medicines during last year. Turn over certificate from Registrar of Company or from Sale tax Department. Latest copy of Balance sheet and C.A. Certificate alongwith the latest copy of the income tax returns filed in the Income Tax Department must be enclosed as proof of turn-over. In case the firm is involved in manufacturing of human as well as Veterinary medicines and it is not possible to provide a separate balance sheet for Vety medicines, an affidavit signed by the owner/partner/authorized signatory and attested by not less than a first Class Executive Magistrate, stating that it's not possible to submit a separate balance sheet for Vety medicines and the turnover for Vety medicines is not less than Rs 8 crores. However this clause is not applicable to Section-III

vi) Hospital/institutional price list for the year 2011-12 in original with seal and signature

vii) Copy of Good Manufacturing practice certificate duly attested by the Notary including SSI units of J&K State.

viii) Authorization letter nominating distributor on non-judicial stamp paper with seal and signature along with copy of valid license for sale of drugs of the concerned distributor.

ix) Active production certificate from DIC in case of SSI units of J&K State in original.

x) Copy of certificate from the Drug Controller of their respective state that the product offered has never been declared substandard during the last three years /Non conviction certificate duly attested by the Notary

xi) The intending tenderers should submit an affidavit duly attested by 1st Class Magistrate to the effect that the documents submitted with the tender are true and nothing has been concealed thereof

xii) Copy of VAT/Sales tax clearance certificate for the year 2010-11

xiii) Copy of ISO certification if any

xiv) Literature / Catalogues of relevant items

xv) Copy of PAN No. of the firm duly attested by the Notary
B/ Financial Bid (Price bid) (Cover-II) should be accompanied with the following documents

i/ Rates should be quoted on the tender form annexed with the NIT only

ii/ The tenderer should submit the pages of tender form (price bid) of those items for which the rates are quoted only

iii/ Rates should be quoted strictly as per the unit of pack

iv/ The rates should be quoted uniform throughout the State inclusive of all taxes except CST/ VAT

Note: The financial bid (Cover-II) of the concerned tenderer shall only be opened if he qualify the conditions of the Technical bid (Cover-I)

2/ Tender should be filled in legibly or typed out and submitted in wax sealed envelope addressed to the Chairman, State Level Purchase Committee, Animal Husbandry Department, J&K, Talab Tilno, Jammu C/O Director Animal Husbandry Department, Talab Tilno, Jammu and superscribed as “Tender for Section-I Drugs/ Medicines, Section-II Sera and Vaccine & Section-III Indigenous Drugs as may be applicable, with complete address of the tenderer recorded on the envelope.

3/ The tenderers should quote strictly as per unit of pack etc. for the item as specified in the tender form / NIT as per specification laid down in "Drugs and Cosmetics Act" and rules framed thereunder, and not for such items which do not find place in it. Any item quoted without having regard to this clause shall not be considered.

4/ All rates to be quoted by the tenderer(s) for various items listed in the tender form NIT should be uniform throughout the State. Rates should be quoted F.O.R Departmental stores of two Divisional Head Quarters at Talab Tilno, Jammu and Hariparbhat Srinagar. The rates should be inclusive of Excise duty, Octroi, Toll Tax, Freight loading, unloading and any other incidental charges whatsoever but exclusive of CST / Value Added /Entry Tax (VAT) as per rule in vogue at the time of supply

5/ The rates should be written legibly in ink or type written both in words and figures and protected with Cello tape. The cutting, Interpolations, over-writings and erasures in the rates quoted should be avoided. The cuttings if any should be properly attested. No conditional tender will be entertained.

6/ The tenderer(s) should clearly record in their tender the make/ brand with full particulars/ specifications of the items complete in all respects.

7/ The Drug Manufacturing Houses who are interested to participate may fix their Distributor for execution of supply orders and receiving of payments, if they so desire, with proper authority letter on non judicial stamp paper under the seal and signature of authorized signatory. Such Distributors should be nominated in the tender itself. Nomination of the Distributor after opening of tenders shall not be accepted and in that event the Drug Manufacturing House itself will be bound to execute supply orders.

8/ The tenderer(s) should enclose with their tender the manufacturing Company’s Price List, relevant to Hospital Rates wherever applicable and the supporting literature etc. as supplementing documents to the tender. It should be certified that the rates quoted conform to the” Drug Price Control order” issued by the competent authority as notified from time to time. It should also be certified that the rates quoted are in no way in excess of Hospital rates quoted in other Govt. Departments. The tenderer(s) quoting rates in response to this NIT should attach a copy of
Hospital price list duly authenticated by the concerned authorities.

9/ The firms quoting rates for formulation under Section - I , Section-II & Section-III are required to furnish the eligible copy of valid Drug Manufacturing licence and also copy of GMP certificate alongwith the list of items allowed to be manufactured in the current year by the Licencing Authority duly attested by the Notary without which no tender shall be entertained. The tenderer(s) quoting rates for Ectoparasiticidal drugs shall also be required to furnish the Drug Manufacturing / Handling licence for such items from the competent authority. Items quoted by the tenderer shall be identified by Manufacturing list and quoting Page No. of enclosure against the item quoted. Any of the item which do not require DML/DHL should be supported by an affidavit duly signed by the Ist class Magistrate that the said items are beyond the preview of DML/DHL.

10/ Such drugs having shelf life span should have minimum shelf life of one year on the date of receipt of supplies in the stores and eleven months for such vitamin preparations which have a total life span of one year. However in case of other Drugs having shelf life more than one year, the date of manufacture should be latest but not more than six months old from the date of placement of supply order.

11/ There shall be no binding on the department to issue purchase orders for all or any item approved by the SLPC in respect of approved agency.

12/ The tenderer(s) shall have to supply duly sealed SAMPLE in duplicate for such items listed as sample items, strictly in accordance with the specification mentioned in the NIT against proper receipt along with the tender itself. The sample should also be of current manufacture and should be marked serially and a list of samples furnished correlating the marked serial with items group serial indicated in the tender form. Approved sample will be kept under safe custody of the department for verification of such supplies by the verification committee. The approved agency shall have to provide a duplicate sample to the department at the time of issue of rate contract. Rejected samples shall have to be lifted by the tenderer(s) at his own expenses failing which the department will not bear any responsibility for its safe custody.

13/ The State level Purchase committee reserves the right to accept or reject any tender in full or in part thereof without assigning any reason thereof.

14/ The rates of drugs medicines or basic raw material which are imported from outside the country should be quoted by the firms / authorized agents holding valid open general import licence. Attested copy of such import licence should be enclosed with their tender.

15/ **EARNEST MONEY**

Call Deposit Receipt of Rs.40,000/- (Rupees Forty thousand only) for Section-I , Rs. 10000/- (Rupees Ten thousand only) for Section-II and Rs 15000/- (Rupees Fifteen thousand only) for Section- III from any scheduled bank of India pledged to the Member Secretary, State Level Purchase Committee, Animal Husbandry Department, J&K, (Accounts Officer) should be enclosed with the tender without which no tender will be considered for comparison. No cheque, cash or Bank draft will be accepted in any case. Previous year's CDR/ Security deposit, if any, lying with the department will not be considered as Earnest Money for this tender. The CDR of un-successful tenderers shall be released in due course of time and the CDR's of successful tenderers will be retained till completion of Rate Contract. No CDR shall be acceptable after the closing date of receipt of tenders. Failure to furnish prescribed CDR shall result in out-right rejection of the tender. However small scale Industrial Units of J&K State shall
also furnish CDR as earnest money as per latest Govt. Order No. 21-Ind. Of 2004 dated : 27.01.2004.

**Note:** The CDR should be pledged to the “Member Secretary, SLPC A.H. Department (Accounts Officer)” mentioning received from (name of the firm) in the CDR itself failing which the tender will be outrightly rejected.

16/ The registered/functional Small Scale Industrial Units shall also quote their rates strictly in accordance with the specified terms and conditions of drugs and medicines and for other items, and required to enclose copy of valid drug manufacturing licence and also copy of GMP certificate with list of items approved for manufacturing/re-packing of drugs/medicines/or other manufacturing items in their favour by the competent authority failing which the tender shall be liable for rejection. Besides existence and latest functional status certificate for the current year issued by the Industries and Commerce Department by an officer not below the rank of General Manager of concerned district should be enclosed. A copy of the registration certificate is also required to be attached with the tender duly attested by the Competent Authority of Industries & Commerce Department. The small scale Industrial Units of J&K State shall be entitled for industrial package as per latest Govt. Order No. 21-Ind. Of 2004 dated : 27.01.2004 sanctioning package of incentives to such units. This will also be applicable to SICOP being at par with SSI Units.

17/ **VALIDITY OF CONTRACT**

The contract fixed with the successful tenderer(s) shall remain in force upto 31.03.2012 and can be extended for a period of three months if State Level Purchase Committee so desires.

18/ **INSTRUCTIONS FOR MAKING SUPPLIES**

(a) Once the rates of the successful tenderers are approved, the Purchasing Officers of the department shall place the orders for supply of Drugs / Medicines / Sera and Vaccines & Indigenous Drugs with the approved suppliers after taking into account their stock position. No excess storage be made. The supply order will be placed preferably in bulk or in parts within the budgetary provisions at their disposal and the approved suppliers shall have to make the supplies within a period of 45 days from the date of issuance of such supply orders. However, extension of supply period can be allowed by respective Directors in case they are satisfied of the reasons being beyond the control of the approved supplier in any particular case.

(b) All the items to be supplied should be strictly of standard quality and specifications as approved for each item. Item(s) approved on sample basis should conform strictly to the approved samples. The supplies shall be verified by the Verification Committee to be constituted by the respective Directors. Any item found not of standard quality / not conforming to the approved sample and approved rate contract shall not be rejected. In case of the goods other than approved quality or size, the same shall have to be replaced within the reasonable time by the Supplier without extra cost. However in case due to exigencies of public interest such replacement is not possible, the prices of such articles will be reduced suitably and prices fixed by the purchase Committee shall be final.

(c) The successful tenderer(s) shall be responsible for supply of drugs, medicines/Sera and Vaccines strictly as per the manufacturers standard packing. Rate quoted for
Drugs/ Medicines/ Sera & Vaccines & Indigenous Drugs should be genuine and the item should conform to "Pharmacopial Standards" as asked for. The firm quoting rates for re-packed drugs and medicines shall indicate re-packing licence No: held by them and batch No: on the label itself. Any loss, damage, breakage or shortage found at the time of supply in stores of the Department shall be the liability of the approved supplier, and shall, therefore, be recoverable from his bill. The suppliers shall therefore, in their own interest have a count/weightment of supplies at the time of delivery in the stores in their presence.

19/ PERFORMANCE SECURITY DEPOSITS/AGREEMENT

(a) The firm in whose favour rates of any item as per NIT is approved and communicated shall have to deposit performance security in the shape of CDR/FDR equal to 5% of the total value of the order placed with the firms by the respective Directorate. This amount of security deposit shall be over and above Earnest Money furnished with the tender. As regards Small Scale Industrial Units of J&K State including SICOP, order(s) of the Government issued from time to time shall be enforced. Security, if not deposited in advance shall be recovered from the bills/claims of approved suppliers. The amount of security shall be released after successful execution of the supply order.

(b) A formal agreement deed incorporating the terms of the contract shall have to be executed by the successful tenderers/authorized signatory with the concerned Directorates on non-judicial stamp paper of Rs. 20/- duly attested by the Notary. The payment of the supplies made shall not be released till the agreement deed is executed. The stamp fee and all other charges in the preparation of two copies of agreement shall be borne by the supplier.

20/ MODE OF PAYMENT

No condition of advance payment shall be accepted. The payment of the goods shall be made after the supplies are received in the Departmental Stores, verified, and accepted in accordance with the specifications laid down in the Approved Rate List within the shortest possible time. In no case payment will be made for the ordered goods against RR/GR.

21/ The contract shall be binding upon the successful tenderers as soon as the acceptance of the rates for the items approved in their favour are issued/communicated. In case of any dispute the same shall be entertained only, if raised within a period of 15 days from the date of issue of Approved Rate Contract. Member Secretary, State Level Purchase Committee will ensure despatch of approved rate contract to approved suppliers.

22/ Any loss sustained by the Department as a result of re-tendering the contract or allotting the same to 2nd lowest tenderer due to backing out of the successful tenderer shall be recovered from the defaulting tenderer out of his earnest money/security deposit or from any of his pending bills with department or as arrears of land revenue, as the case may be. Even if the second lowest tenderer agrees to make the supply at the rates of the first lowest, the CDR of the first lowest tenderer will be forfeited/confiscated.

23/ The suppliers should be registered with the Sales Tax Department and have to attach the copy of necessary certificate from the concerned Department and also quote the Sale Tax Registration No/TIN No. in their tender. The tenderers should also enclose copy of sale tax clearance certificate of previous year (Form-S.T.64) without which no tender will be accepted.

24/ There will be no change in the manufacturers already quoted by the tenderer in their quotation.
The tenderer may quote name/ names of the manufacturers.

25/ It shall be obligatory for the approved suppliers that each and every strip/ pack is printed/ marked with the words indicating month and year of manufacture, batch No; date of expiry, rates approved and marked in as “for use by Animal Husbandry Department J&K only” where-ever applicable under Section-I, Section-II and Section-III.

26/ In case of any dispute between the supplier and the department the case shall be referred to the Administrative department for arbitration / settlement whose decision shall be binding upon both the parties.

27/ Any clarification required by the tenderer(s) with regard to any point mentioned in the NIT can be had from the Director Animal Husbandry. Jammu/ Srinagar before the last date of receipt of tender(s). The tenderers should convince themselves regarding the items of supply to the Department before record of rates in the tenders. Any doubt(s) be got clarified from the Department in advance leaving no scope for raising issues once the rates are mentioned in their tender against any item of tender.

28/ **PENALTY**

   In case the supplier's default or do not make full supplies in time, penalty upto 10% of the un-executed value of the orders shall be imposed at the discretion of the Chairman SLPC, Animal Husbandry Department J&K. In case of any firm defaulting completely their earnest money shall be forfeited without any notice.

29/ Legal proceedings, if any, between the parties and the Govt. shall be subject to the jurisdiction of courts within Jammu and Srinagar Cities only.

30/ Any batch of drugs supplied is subject for Lab. testing at the discretion of the respective Heads of Department / verification committee. In case of samples sent to the Laboratory for testing as part of the inspection procedure the laboratory charges will be borne by the Department.

31/ No documents shall be entertained or asked for after the opening of technical bid and their tender shall outright be rejected.

32/ Any of the tenderer (Supplier) whose supplies fall short in the financial year 2011-12 shall not be allowed to participate in future tender.

33. All terms and conditions of the NIT shall also form part of the agreement

Chairman
State Level Purchase Committee,
Animal Husbandry Department,
J&K- Jammu
(Director Animal Husbandry)

Copy to the :-

1. Commissioner/Secretary to Government, Animal / Sheep Husbandry Department, J&K, Srinagar for favour of information.
2. Director Animal Husbandry Department- Kashmir, Srinagar.
3. Director Industries and Commerce, Jammu for information.

5-12/- All Members SLPC______________________________

13/- M/S ________________________________
         -for information and necessary action.

Member Secretary,
State Level Purchase Committee,
Animal Husbandry Department J&K,
(Accounts Officer)