



GOVERNMENT OF JAMMU AND KASHMIR

MISSION DIRECTORATE, ICDS J&K

121-Green Avenue Hyderpora Srinagar / Haj House 3rd Floor Rail Head, Jammu.

NOTICE INVITING FOR E-PROCUREMENT

Re-tender

E-NIT No: 02 of 2019-20

Dated:- 21-01-2020.

For and on behalf of the Lt. Governor of Union Territory of Jammu & Kashmir, e-tenders are invited from **Government / Semi-Government /Original Manufacturers / Authorized Distributors of manufacturers/ registered firms/Suppliers for supply of Medicine Kits for Anganwadi centers of ICDS J&K** for the year 2019-20, as per the details given in the Tender document. The Medicine Kit shall comprise of below mentioned 9 items i.e S.No 1 to 9 as per quantity packed in a single box. The details of the tentative quantity of Medicines to be procured and specifications thereof are as under:-

S. No	Name of the Item	Specifications	Tentative Quantity	EMD (₹ in lacs)
1	Paracetamol Paediatric Oral Suspension IP 250 mg	60 ml bottle (10 BOTTLES/ PER KIT)	284230 BOTTLES	8.50
2	Tab Mebendazole	IP/ 100 mg (uncoated) (126 TABS PER KIT)	28423 KITS	
3	BENZYL BENZOATE APPLICATION IP LOTION	25% W/W 100 ML (5 BOTTLES PER KIT)	142115 BOTTLES	
4	Ciprofloxacin Eye Drops	0.3% W/V 5 ml (5 bottles PER KIT)	142115 bottles	
5	Povidone Iodine Ointment	IP 5% W/W 20 grams (5 TUBES PER KIT)	142115 TUBES	
6	ABSORBENT COTTON ROLLS (IP standards 1985)	100 GM (4 ROLL PER KIT)	113692 ROLLS	
7	COTTON BNADAGES (F-II Specification)	5CM * 5 MTR (1 DOZEN PER KIT)	341076 BANDAGES	
8	Oral Rehydration Salts Citrate	IP 21 grams (WHO formula) 25 Sachets Per KIT	710575 SACHET	
9	B-COMPLEX SYRUP	100 ML (Syrup containing Vit B1, B2, B3, B5, B6, B12 and folic acid for Paediatric use.) (5 BOTTLES PER KIT)	142115 BOTTLES	

NOTE: All the items of the Medicine kits should be packed separately in one box.

The quantities shown above are tentative and may increase or decrease.

The tender is for finalization of Rate Contract for the financial year 2019-20.

Date of issue of Tender 21-01-2020.
(through e-procurement process)

The bidding documents can be downloaded from the website www.jktenders.gov.in from 21-01-2020- Upto 04-02-2020 2.00PM.

The bids shall be uploaded on website www.jktenders.gov.in upto 04-02-2020 till 4.00 PM.

The intending tenderers shall Submit Treasury receipt/Challan in respect of Tender cost by depositing the amount in major Head 0070-Other administrative services and photocopy of the EMD in the shape of DD/CDR/FDR together with sealed samples by or before 05-02-2020 on any working day from 10.00Am to 4.00 PM in the office of Mission Director of ICDS J&K, Jammu, Haj House 3rd Floor Rail Head, Jammu

The Technical bids shall be opened on 06-02- 2020 or next working day in the event of holiday in presence of the tenderers who wish to participate in the opening process.

Financial bids of only those tenderers shall be opened who will qualify in the technical bid.

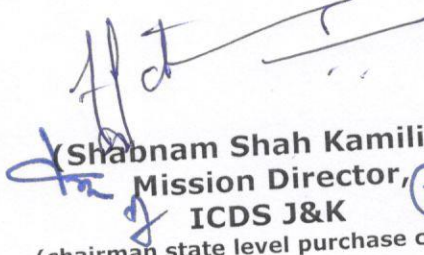
Bid Documents/Bid Qualifying Criteria for bidders, specification, conditions and other details, can be seen at and downloaded from the website www.jktenders.gov.in

Before submission of online bids, bidder must ensure that scanned copy of all necessary documents have been attached with the bid.

The Department will not be responsible for delay in online submissions of bid whatsoever reasons may be.

The details of documents , EMD specified, in the tender document should be same , as submitted online(Scanned copies) otherwise bid will not be accepted.

The bidder shall deposit sealed samples of 1 Medicine Kit duly signed by the bidder in the office of Mission Director of ICDS J&K, Jammu, Haj House 3rd Floor Rail Head, Jammu by or before 05-02-2020 upto 4.00 PM.


(Shabnam Shah Kamili), KAS
Mission Director,
ICDS J&K
(chairman state level purchase committee)

Copy to the :

1. Commissioner/ Secretary to Government Social Welfare Department for kind information.
2. Director Doordarshan J&K for broadcasting for two consecutive days.
3. Radio Kashmir Jammu/Srinagar for broadcasting for two consecutive days.
4. Director Information J&K along with the copy of the NIT with the request to get the NIT published in national newspaper as well as (2) leading local dailies of Kashmir as well as Jammu Division.
5. Accounts officer ICDS for information.

TERMS & CONDITIONS for on-line OPEN TENDER for procurement of Medicine Kits for use in ICDS Projects in the 20 districts of the Union Territory of Jammu & Kashmir for the year 2019-20.

1. The bid must be submitted on-line through e-portal www.jktenders.gov.in before the stipulated time, department/service provider does not take any responsibility for delay caused due to the non-availability of internet connection or network traffic jam for on-line bids.
2. The bidder shall furnish as part of its bid, EMD @ 2% of the total cost offered for tendered item in the form of Bank Draft/CDR/FDR pledged in favour of Accounts Officer, ICDS (Member Secretary, State Level Purchase Committee). However in accordance with the Govt. Order No 21-Ind. of 2004 Dated:- 27.01.2004, Small Scale Industrial Units (SSI) registered having valid registration certificate/Renewed by the Industries and Commerce Department of the State shall have to deposit EMD @ 50% of the prescribed EMD or Rs. 5000/- whichever is less only for the items manufactured by them. The Bank Draft/CDR/FDR of the successful tenderer i.e L1 shall be released after three months from the completion/execution of the supply order in full whereas the EMD of L2 shall be released immediately L1 start execution of supplies. However, EMD of unsuccessful tenderers except L2 shall be released within 15 days from the award of contract.
3. The bidder shall have to furnish a copy of Challan/treasury receipt of Rs.5,000/- for general and Rs.500/= for Registered SSI Units of the J&K State on account of cost of tender document. This amount be deposited in major Head 0070-Other administrative services.
4. However, the tenderers who have previously participated in the tendering process in response to e-NIT NO: 01 of 2019-20 dated 19-12-2019 for the items being re-tendered, if wish to participate again for the said items need not to furnish fresh Tender cost , EMD & Samples ,if their previous Tender cost /EMD/Samples for the said items are lying with the department for the required or even higher amount.
5. Online viewing of Detailed Notice Inviting Tender/Download of Tender Document:-
 - 5.1 The bidders can view the detailed e-NIT and the time schedule (key dates) for all the tenders floated through single portal e-procurement system on home page at www.jktender.gov.in and the tender document can be downloaded from the e-procurement portal www.jktender.gov.in , but the bidder has to enclose a copy of challan/ Treasury receipt by depositing this amount in Major Head 0070-Other Administrative services.



6. TECHNICAL BID :-

The bidders shall have to upload the scanned copies of the below mentioned documents duly stamped and signed by the bidder on each page. The copies of the documents to be uploaded must be clearly legible, without cuttings, overwriting and mutilations.

- I. The Contact Details form Annexure **A**.
- II. The copy of Tender Fee and EMD.
- III. 3 years experience of supply/manufacturing of Medicine / Similar items.
- IV. The Copy of GST registration certificate.
- V. The copy of PAN Card.
- VI. **Valid Drug License along with subsequent renewals.**
- VII. **Valid GMP as per revised Schedule "M" /WHO format.**
- VIII. **Acknowledgement of EM-II SSI unit for each quoted product and a certificate from NSIC/MSME for the production capacity and the quality control measures properly installed at the production unit. (wherever applicable).**
- IX. **Authorization letter from the Principal Manufacturer.**
- X. **BIS license with schedule for ISI marked products quoted (wherever applicable).**
- XI. **ISO & CE/BIS/USFDA certificate for quoted items (wherever applicable).**
- XII. The Turnover of the bidder should be 30% for the tendered/Similar items for the preceding last three years i.e 2016-17, 2017-18 & 2018-19. The turnover certificate as per Annexure **B**, on CA letter head, duly signed and stamped by CA with his registration number be appended. The turnover must be in respect of Medicine Kits/Similar items only.
- XIII. The Income Tax returns for the last 3 years, i.e Assessment Year 2016-17, 2017-18 & 2018-19.
- XIV. Copy of test analysis report.
- XV. The self attested scanned copy of undertaking on a judicial stamp Paper of Rs. 100/- that the Bidder has never been in the past blacklisted by any Govt. department for any deviation, Breach of contract, Corrupt or fraudulent practice.
- XVI. The self attested scanned copy of undertaking on the stamp paper regarding acceptance of all the terms and conditions of the tender document duly signed and stamped by the Judicial/Executive Magistrate/Competent Authority.
- XVII. Existence certificate of SSI units as on 30/10/2019.

XVIII. Permanent registration certificate obtained from General Manager DIC concerned in respect of local SSI units

7. **TECHNICAL BID – SAMPLE:** The successful bidder shall have to provide 20 samples, one for each District Programme Office ICDS and 2 samples for Dy. Director Jammu/Kashmir indicating there in the Name of the Manufacturer, Batch No, Date of Manufacturing, Expiry Date, Best Before on the label/crimp.

8. **FINANCIAL BID:-**

The price Schedule will be accepted through the electronic mode only at e-portal www.jktender.gov.in, no column should be left blank which would otherwise, make the tender liable for rejection. The successful tenders shall have to execute an agreement with the Department within 07 days from the issue of the rate contract and the cost involved in preparing and stamping on account of agreement shall be borne by the bidder. The rate contract finalized with successful tender(s) shall remain in force for the F.Y 2019-20 from the date of its approval which shall be further extendable for a period of three months more on the same terms and conditions, if required.

9. **OPENING & EVALUATION OF BIDS :-**

i. The Technical Bids shall be opened on the aforementioned date in the office of Mission Director, ICDS, J&K (Chairman, SLPC) or next working day in the event of holiday by Purchase Committee in the presence of the bidders or their authorized representatives who may wish to attend.

ii. **The “Financial Bid” of only those bidders shall be opened who will qualify in the technical bid.**

10. The SLPC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidder/bidders of the grounds of the Department section.

11. The SLPC reserves the right to increase or decrease the quantity of the items without any change in the approved rates or other terms and conditions.

12. The intending officer(s) shall also be at liberty to get the items of Medicine KIT examined from the expert member of the Districts and obtain a report before releasing the payment. If it is found that the supplier has supplied poor quality of items of the Medicine Kit as approved by the SLPC, the supply shall be marked as sub-standard and the supplier will have to lift the same at his own expenses. His/her case shall be referred to the competent authority for appropriate action as warranted under rule. Besides, Performance security shall be forfeited with the termination of contract and the firm will be debarred for participating in the tendering process in future.

13. The Chairman State Level Purchase Committee reserves the right to accept or reject any tender or part thereof, without assigning any reason and does not bind itself to accept the lowest Tendered rates.

14. The successful bidder shall not assign or sublet the contract or any part thereof, to any other agency and in the event of any violation penalty besides debarring from future participation in the tendering process shall be imposed.
15. All inspections & tests if required will be conducted by the verification committee constituted by the Mission Director, ICDS, Jammu and Kashmir (Chairman SLPC). The supplier/firm shall not object any agency whosoever wants to verify and inspect the material at any stage.
16. The Medicine KIT item(s) to be supplied by the supplier/firm should be strictly as per the samples approved by the SLPC.
17. The tenderer must submit a test analysis report from Government/Govt. approved labs for every batch of drug to be supplied in the kit. In case of failure on the part of the supplier to furnish such report, the batch of drugs/medicine kit will be returned back to the suppliers for whom it shall binding to replenish the same.
18. The offered rates should be inclusive of all taxes viz: GST , Octroi/Excise Duty/IGST/ Toll Tax and Freight Charges, which must be loaded with breakup loading & unloading, handling and all the incidental charges or any other tax in vogue by virtue of the Orders of the Government of Jammu & Kashmir dully cello taped. The offered rates should be F.O.R destination for all ICDS District Headquarters of the Union **Territory** of Jammu & Kashmir. Rates quoted shall be applicable to the whole Union **Territory** of Jammu & Kashmir and the supplier shall have to supply to the Union **Territory** of Jammu & Kashmir.
19. The successful bidders shall have to supply the quantity as per the supply order within the specified time schedule in the supply order. In case the bidder fails to supply the Medicine Kits within 21 days from the date of award of contract, the delayed supplies shall not be accepted without the prior permission of the Chairman SLPC.
20. The successful tenderer shall have to abide by the terms and conditions as laid down in the J&K Financial Rules / Code as in vogue or which may come into force by virtue of issuance of Government order/policy at any time within the contract period.
21. The supplier has to get his goods insured against any theft, loss/ destruction, fire damage, vehicle accident or riots at his own as he/she shall be responsible for any such event till his/her supplies are delivered at the stores of the department under proper receipt.
22. The acceptance of supplies to be made by the supplier shall be subject to verification and examination as per the quality, specifications mentioned in the e-NIT by the Committee constituted for the purpose. **If the supply is rejected by the Verification Committee, the same shall be marked as Rejected Supply and subsequently the supply shall have to be lifted back and replaced by the supplier forthwith at his own risk and cost. If the same is delayed, penalty as may be decided by the Chairman State Level Purchase Committee shall be imposed, besides the firm shall also be black listed.**
23. The Tenderer shall be responsible for the proper packing and in the event of any loss, damage, breakage, leakage/pilferage or any shortage of the receipt of material at each District Headquarter, the tenderer shall be liable to make good of such loss and shortage as are caused due to lackadaisical approach/attitude. No extra cost



on this account shall be borne by the department/Government. The delivery of material in good condition to the destination will be the responsibility of supplier.

24. If approved suppliers fail to supply the goods of the prescribed specification/approved sample and on approved rates, the SLPC shall be at liberty to arrange the supply either by re-tendering or otherwise. The extra cost, if any involved in making alternative arrangements, shall be recovered from the supplier. Besides firm will be black listed for participating in the tendering process in future with the Department and the extra cost incurred will be recovered from CDR/Bank Draft/Earnest money or in case of short fall, the recovery shall be made under the provisions of J&K Land Revenue Act.
25. The contract shall be binding upon the successful tenderer from the date of acceptance of the contract/approved rates as are communicated to him.
26. A formal agreement deed incorporating, all the terms and conditions of the NIT/Rate Contract shall be executed by the successful tenderer with the **Chairman SLPC on Non-judicial stamp paper of Rs. 100/- within seven (07) days after awarding the rate contract in the prescribed form.** The expenses for completing and stamping the agreement shall be paid by the supplier.
27. **The successful bidder shall have to deposit within a period of 15 days , a performance security of 5% of the amount of the Contract** in the form of bank guarantee which shall remain valid upto the end of the F.Y 2019/20 or till completion of the contract. **In the event of any breach/violation or contravention of the Terms & Conditions contained herein by the bidder, the department reserves the right to forfeit the said performance security deposit.**
28. The terms and conditions as laid down in the NIT shall form essential part of the agreement deed. In case of failure to abide by terms and conditions by the tenderers, the SLPC may without prejudice to other remedy available under any law for the time being enforce in the Union **Territory** of Jammu & Kashmir, impose all or any of the penalties, besides forfeiture of security deposited in full or any part thereof, besides termination of contract.
29. If at any time, any question, dispute or difference whatsoever shall arise between the firm/supplier and the indenting department in connection with this contract, either of the parties may give the other notice in writing of the existence of such question, dispute or differences and the same shall be mutually agreed upon to. In case of the difference arises between the department and supplier/firm, the matter shall be referred to the Government of Jammu & Kashmir Social Welfare Department for arbitration. The decision of the arbitrator shall be final and binding upon the both the parties.
30. Legal proceeding, if any of the matters between the approved supplier and SLPC or Department of social Welfare (ICDS Wing) shall be subject to the jurisdiction of Hon'ble Courts of Union **Territory** of Jammu & Kashmir only.
31. All supplies should be marked in Bold Block letters as **J&K GOVT. ICDS SUPPLY and "NOT FOR SALE"**.
32. During the tendering process any modification in the terms and conditions and key dates shall be communicated on e-portal www.jktenders.gov.in **(For any query/clarification regarding e-procurement, may communicate through**

official e-mail (jksmdicds@gmail.com) or may contact on landline no. 0191-2479030.

33. PAYMENT PROCEDURE :-

- 33.1 No advance payment will be made.
- 33.2. Payment will be made in the bank account of the firm/bidder through electronic mode.
- 33.3. 90% of the payment shall be made to the supplier after satisfactory delivery of the Medicine KITS at the ICDS District Hqrs and obtaining the receipt from the said Office (that the supplies has been received as per the specifications of the supply Order and in good condition) along with satisfactory verification report from the Verification committee constituted for the purpose..
- 33.4. Income Tax and any other tax as admissible under Act/Rules framed there by the GOI/Union Territory of J&K. wherever applicable shall be applicable and deducted at source.
- 33.5. The Contract Performance Security @5 % will be released within 15 days after the Successful completion of the contract/execution of supplies.
34. Any other Clause if found necessary shall be entered in the agreement to be executed with this Department by the supplier.
35. The State Level Purchase Committee or its authorized sub-committee shall have the rights to take steps as deemed proper for verification of credentials of the tenderers by inspecting their business premises/ factories / go downs etc. before or after arriving at any final decision regarding approval of rates of the tendered items.
- 36. It will not be binding upon the Department to effect the purchase of all items specified in the tender notice even if approved by the State Level Purchase Committee and the objection if any in the mater filed by the tenderer shall not be entertained.**

No: SMD/ICDS/

Dated: 21/01/2020

1455-60

(Shabnam Shah Kamili), KAS

Mission Director,

ICDS J&K

(chairman state level purchase committee)

Copy to the :

1. Commissioner/ Secretary to Government Social Welfare Department for kind information.
2. Director Doordarshan J&K for broadcasting for two consecutive days.
3. Radio Kashmir Jammu/Srinagar for broadcasting for two consecutive days.
4. Director Information J&K along with the copy of the NIT with the request to get the NIT published in national newspaper as well as (2) leading local dailies of Kashmir as well as Jammu Division.
5. Accounts officer ICDS for information.

ANNEXURE A

CONTACT DETAILS FORM

COMPANY NAME:

REGD. ADDRESS:

CONTACT PERSON:

DESIGNATION:

CONTACT NUMBERS:

E MAIL ID:

2 0/2

ANNEXURE B

TURNOVER CERTIFICATE (on CA Letter Head)

S No.	FINANCIAL YEAR	TURNOVER
1	2016-17	
2	2017-18	
3	2018-19	
TOTAL TURNOVER		

Name:

Signature

Reg. No.:

Date:

✓

B

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ANNEXURE C

TOTAL EXPERIENCE FOR MEDICINE KITS/SIMILAR ITEMS (3 YEARS)

S No.	Details of the (BUYER/CLIENT) with Full address	Nature of Contract (Product ordered)	Year	Total Value of the Contract
TOTAL				

[Handwritten signature]