

POLICE

HEADQUARTERS

J&K,

SRINAGAR.

Phone/FaxNo: 0194-2443031/ 2443032 (Sgr)
0191-2459029/2459255(Jmu)

{Provision Section}

Website:www.jkpolice.gov.in
Email:phqjk@jkpolice.gov.in

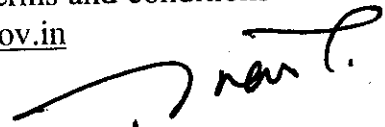
NIT NO: 38 of 2017
DATED: 28 /09/2017

For and on behalf of the Governor of Jammu and Kashmir State, e-tenders are hereby invited from original manufacturers or their authorized dealers having proper authorization of the manufacturer to quote against the tender for the supply of **medicines and allied material** (as indicated in the detailed SBD & BOQs). The download of NIT shall start on 28.09.2017 at 1600 hours. Tenders shall be submitted online on J&K State e-procurement Portal www.jktenders.gov.in before 20.10.2017 upto 1800 hours.

A Pre-bid conference shall be held on 09.10.2017 at 1500 hours in Conference Hall (3rd Floor) PHQ, J&K, Srinagar to clarify the queries of prospective bidders, if any. All intending bidders should attend said conference to clarify matters related to this tender, if any.

The tenders (technical bids only) will be opened on-line on 23.10.2017 at 1100 hours at Police Headquarters J&K, Srinagar. In case of unforeseen circumstances, the date of opening will be next working day or else as notified separately.

Detailed tender documents (SBD) with terms and conditions are available on J&K State e-procurement Portal www.jktenders.gov.in



(Sheikh Junaid Mahmood)
AIG (Provision/Transport)
For Director General of Police,
J&K, Srinagar

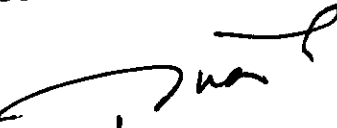
No:Prov-II/H-10/2017-18/70667-92

Dated: 28.09.2017

Copy to the:-

1. Principal Secretary to Govt. Home Department J&K Srinagar for favour of information.
2. All IsGP for information.
3. Director Information J&K Srinagar for arranging publication of Gist of the NIT in leading National Dailies like Times of India, The Hindu, Decan Herald, Hindustan Times, Indian Express etc. and in leading local news paper i.e Greater Kashmir in Srinagar and Excelsior in Jammu and Tender Journals etc. for wide publicity. The payment for publication in National Dailies shall be made by the PHQ against verified bills.
4. DIG CKR Srinagar/ DIG J-K Range Jammu
5. Director Industries Jammu/Srinagar for information and n/action.
6. Director Door Darshan Jammu/ Srinagar

7. Station Director Radio Kashmir Srinagar/ Jammu
,, for putting the tender notice on air for three consecutive days.
8. Manager Govt. Press Srinagar/Jammu for publication of e-tender in Govt. gazette.
9. SSP J&K CID Cell, 11 Harish Chander Mathur Lane Kasturba Ghandhi Marg New Delhi-110001 for information.
10. Medical Supdt. PH, Jammu/ Srinagar
11. AIG (Communication) PHQ, J&K Srinagar along with 06 copies of the gist of e-tender for publication purpose. He will personally liaise with Directorate Information for publication of the NIT/Gist immediately and make available concerned Newspaper in which NIT is published to AIG (Prov/Tpt) PHQ J&K for record and reference.
12. In-Charge PCS Gulshan Ground Jammu/ Zewan Sgr.
13. S.O. e-Procurement PHQ/ IT Centre PHQ for placing the e-tender on the website of J&K Police and J&K Govt. Portal.


AIG (Provision/Transport)
For Director General of Police,
J&K, Srinagar
28/9

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NIT NO. **38** of 2017
DATED. **28.09.2017**

1.	<p>For and on behalf of the Governor J&K State, online tenders(e-tenders) are invited from original manufacturers or their authorized dealers to quote against this tender for the supply of MEDICINES AND ALLIED MATERIAL as detailed in Annexure 'A' to this NIT. The NIT consisting of qualifying information, eligibility criteria, specifications, bill of quantities (BOQ), set of terms and conditions of the contract and other details can be seen/downloaded from J&K State e-procurement portal www.jktenders.gov.in from 28.09.2017 at 1100 hours to 20.10.2017 upto 1800 hours. A Pre-bid conference shall be held on 09.10.2017 at 1500 hours in Conference Hall (3rd Floor) PHQ, J&K, Srinagar to clarify the queries of prospective bidders, if any. All intending bidders should attend said conference to clarify matters related to this tender, if any.</p> <p>Note:- Only those firms are allowed to respond who are either manufacturer/s or their authorized dealers. In case of authorised dealers, a specific authorization letter from the principal manufacturer with reference to this particular tender should be attached. Tenders of approved/authorized dealers without a specific authorization for this tender (as per format provided in appendix-1) from original manufacturers shall be rejected.</p>				
2.	<table border="1"><tr><td data-bbox="183 1064 558 1176">Time/date and place for online opening of technical bid only.</td><td data-bbox="558 1064 1426 1176">On 23.10.2017 at 1100 hours at J&K Police Hqrs. Srinagar</td></tr><tr><td data-bbox="183 1176 558 1198">Validity of tender offer</td><td data-bbox="558 1176 1426 1198">Upto 30.06.2018</td></tr></table>	Time/date and place for online opening of technical bid only.	On 23.10.2017 at 1100 hours at J&K Police Hqrs. Srinagar	Validity of tender offer	Upto 30.06.2018
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Validity of tender offer	Upto 30.06.2018				
3.	<p>All tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is important that scanned copy of each page of the TENDER DOCUMENT DULY completed, page numbered and signed is uploaded with your offer in a sequential manner and not haphazardly.</p>				
4.	<p>The tender fee has been fixed for SSI Units of J&K State only Rs. 100/- and all other vendors have to pay Rs 2000/- as tender fee in the shape of crossed demand draft favouring Chief Accounts Officer PHQ, J&K payable at Srinagar/Jammu. The tender fee is not refundable and the same will be deposited into Govt. Treasury under Head 0055-Police for the year 2017.18. The Scanned copy of the draft should be part of the online Bid. The original should be sent by post to the AIG (Provision/Transport) c/o Director General of Police J&K, Gulshan Ground Jammu Pin code 180001 along with covering letter in an envelope should have a card affixed to it duly signed and stamped by the firm indicating (i) Name of the firm (ii) Tender No. (iii) Date of opening of the technical bids. The local SSI units of J&K State are required to pay the tender fee prescribed as per J&K Govt rules. However, the Govt./ Semi Govt. concerns of the J&K State claiming exemption shall append copies of the authenticated orders, existence/ registration certificates etc. with regards to the SSI Units issued by the Competent authority in support of their claim. Tenders without stipulated tender fee shall be rejected.</p>				
5.	<p>Earnest Money Deposit (EMD)</p> <p>The intending tenderer/s will have to send the Earnest Money only in shape of CDR/FDR from any nationalized bank/ State Owned banks for an amount of Rs.5000/- for J&K State SSI Unit holders only and for other tenderers Rs. 50,000/- pledged to AIG (Prov/Tpt) PHQ J&K with the tender offer, which shall be valid for one year. The earnest money deposit in the case of unsuccessful tenderer shall be released after finalization of tender, where-as in the case of successful tenderers it will be adjusted towards the security money (required to be deposited) on application, for due performance of the agreed contract/ performance during the warranty period. No interest shall be payable by purchaser on the EMD deposited by the tenderer). The Scanned copy of the FDR/CDR should be part of the online Bid</p>				

and the original be sent by post to the AIG (Provision/Transport) c/o Director General of Police J&K Srinagar Pin code_190014 along with tender fee **before the opening of Technical Bid. J&K Govt. rules** with regard to furnishing of **EMD** in respect of **local Registered SSI** units shall be applicable in letter and spirit. The local SSI units are required to pay the **EMD** prescribed as per J&K Govt rules. For the purpose, SSI Unit shall have to furnish registration certificate **INDICATING THEREIN THE DETAILS OF ITEMS AND INSTALLED CAPACITY OF THE UNIT PER MONTH AND FUNCTIONAL CERTIFICATE OF SSI Unit** issued by the competent authority with their tender offer failing which the benefits of SSI Units will not be allowed. The Government/ Semi Govt. or similar other concerns of J&K State, claiming exemption from the payment of EMD shall have to append duly authenticated orders, certificate etc. from competent authority supporting their claims.

Tenders without EMD shall be rejected.

6.	i) Store required at	FREE DELIVERY AT CONSIGNEE LOCATIONS i.e, (Police Central Store Zewan, Srinagar and Police Central Store Gulshan Ground Gandhi Nagar Jammu). Tenderers are required to quote rates on free delivery at consignees locations basis only. Tenders received quoting rates on for destination stations/station of despatch basis shall be rejected.
	ii) Despatch instructions	Stores are required to be delivered at consignee locations as detailed in clause 6 (i).
	iii) Delivery required	Within 45 days from the date of issue of supply order.
	iv) Inspection	The department is at liberty to conduct the inspections of stores during any stage of manufacturing. Tenderers should disclose the name and the full address (along with Telephone and fax No.) of the place where the stores will be manufactured and will be available for inspection.
	v) Inspection authority/place of survey	Board of officers, duly constituted by the J&K Police Hqrs. at consignees' premises.
	vi) packing and marking	As per clause 29 of this tender
	vii) payment terms	<p>Payment shall be released by the department against each consignment delivered, inspected, accepted (installed/commissioned wherever applicable) and properly brought on the stock in the concerned stock registers of the department. Remittance charges (bank commission) on payment made to the firms will be borne by the supplier/s. The preferred mode of payment will be through RTGS, for which the approved supplier shall have to furnish the Bank/RTGS code details.</p> <p>i. If approved supplier backs out or fails to supply the goods against supply order within stipulated delivery period, the department will be at liberty to procure the item from L-2 firm and differential amount between L-1 & L-2 rates will be deducted from the security deposit furnished by the approved supplier and remaining security deposit will be forfeited besides invoking other remedies which shall include black-listing of the firm</p> <p>ii. If approved supplier supplies the goods partially against supply order within stipulated delivery period, J&K Police reserves the right to impose liquidity damage charges upto 5% of the un-supplied store upto first 15 days and thereafter penalty can be increased depending upon the nature of supplies and extent of delay. However, period of delivery may be extended at the absolute discretion of J&K Police provided delay is attributable to the reasons beyond the control of the supplier firm but not attributable to business transactions and also delay is communicated in writing justifying the cause of delay.</p>

7. Rate quoted by the firms should be on firm price basis.

8.	Firm shall clearly indicate different GST, duties, charges which they proposed to charge as per the format of Bill of Quantity (BOQ) available with the e-tender, <u>moreover online generation of financial comparative (BOQ Chart) is of indicative nature only and not conclusive. The detailed financial comparative (BOQ Chart) shall be worked out by the department and information can be uploaded on the website for general information of all the tenderers.</u>																								
9.	The approved supplier shall be deemed to have fully understood the conditions and specifications of the articles etc. to be supplied and in case of any confusion may seek clarification within 10 days from the date of uploading of tenders online and thereafter pre-bid conference can also be held by the J&K Police, if required.																								
10.	No conditional tender will be accepted/entertained. It will be summarily rejected. No other conditions than those mentioned (in the terms set-forth) will be entertained.																								
11.	Purchaser reserves the right to change the quantity of stores allotted to them.																								
12.	Purchaser reserves the right to get the manufacturing capacity of all the firms re-verified irrespective of the registration status or any other document/information.																								
13.	Purchaser reserves the right to cancel /reject or scrap the tender, with no consequential liabilities.																								
14.	<p><u>TWO BID SYSTEM;</u> 2. TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW: All bidders are required to submit their offers in two covers as under;- (A) FIRST COVER (Technical Bid) should contain the following:-</p> <table border="1"> <tr> <td>i.</td> <td>PART-I: - TECHNO-COMMERCIAL BID IN ONE SEALED COVER.</td> </tr> <tr> <td>ii.</td> <td>List of the orders received and executed during last two years giving reference of the order, value of order, Name of the agency/department alongwith performance certificate.</td> </tr> <tr> <td>iii.</td> <td>Registration certificate/Drug License of original manufacturer, for the material quoted.</td> </tr> <tr> <td>iv.</td> <td>Certificate of being authorized dealer having authorization of the original manufacturer to quote against the tender.</td> </tr> <tr> <td>v.</td> <td>WHO GMP Certificate</td> </tr> <tr> <td>vi.</td> <td>Non-conviction certificate issued by the Centre/State Drug Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last three years in respect of any of the drugs for which prices have been quoted by the firm.</td> </tr> <tr> <td>vii.</td> <td>Authorized Dealer having authorization to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department.</td> </tr> <tr> <td>viii.</td> <td>A copy of this NIT duly signed & stamped on every page by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.</td> </tr> <tr> <td>ix.</td> <td>The manufacturing firm should have manufacturing & marketing certificate of minimum three years for the molecules quoted by them duly certified by Central/ State Drug Controller. The certificate should have been issued recently (i.e. not more than one year old on the date of opening of the tender). The certificate should have been signed by the drug controller of the Centre/ State.</td> </tr> <tr> <td>x.</td> <td>Valid WHO-GMP certificate clearly indicating the products (Molecule/drug) issued by Centre/ State Drug Controller which should not have been issued more than five years ago.</td> </tr> <tr> <td>xi.</td> <td>Valid schedule 'M' certificate issued to the pharmaceutical firm (s) showing the list of drugs/ molecules manufactured by the firm.</td> </tr> <tr> <td>xii.</td> <td>In case of imported drugs (i.e not manufactured in India), COPP (Certificate of Pharmaceutical Products)/ import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be submitted as per WHO norms and '3 years' marketing experience certificate issued by the drug Controller.</td> </tr> </table>	i.	PART-I: - TECHNO-COMMERCIAL BID IN ONE SEALED COVER.	ii.	List of the orders received and executed during last two years giving reference of the order, value of order, Name of the agency/department alongwith performance certificate.	iii.	Registration certificate/Drug License of original manufacturer, for the material quoted.	iv.	Certificate of being authorized dealer having authorization of the original manufacturer to quote against the tender.	v.	WHO GMP Certificate	vi.	Non-conviction certificate issued by the Centre/State Drug Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last three years in respect of any of the drugs for which prices have been quoted by the firm.	vii.	Authorized Dealer having authorization to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department.	viii.	A copy of this NIT duly signed & stamped on every page by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.	ix.	The manufacturing firm should have manufacturing & marketing certificate of minimum three years for the molecules quoted by them duly certified by Central/ State Drug Controller. The certificate should have been issued recently (i.e. not more than one year old on the date of opening of the tender). The certificate should have been signed by the drug controller of the Centre/ State.	x.	Valid WHO-GMP certificate clearly indicating the products (Molecule/drug) issued by Centre/ State Drug Controller which should not have been issued more than five years ago.	xi.	Valid schedule 'M' certificate issued to the pharmaceutical firm (s) showing the list of drugs/ molecules manufactured by the firm.	xii.	In case of imported drugs (i.e not manufactured in India), COPP (Certificate of Pharmaceutical Products)/ import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be submitted as per WHO norms and '3 years' marketing experience certificate issued by the drug Controller.
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xiii.	Public Sector Undertakings with atleast 2 year's market standing having manufacturing license issued by Centre/ State Drug Controller.
xiv.	In case of newly introduced drugs/ molecules, the manufacturer can be eligible provided the firm submits a certificate from the DCGI, in this regard. In such cases, the firm has to submit an MMC of the molecule concerned from the date of issue of Certificate by the DCGI of the new drug to that firm.
xv.	Firm which have US FDA approval for export/ selling of specified drugs in USA, may submit copies of approval documents from FDA in support of their claim.
xvi.	All the bidders are directed to mention the page number of the tender document where WHO-GMP/ Revised Schedule 'M'/ COPP are enclosed and page number of manufacturing license for indigenous drugs/ import license for imported drugs. Merely mentioning the word 'Enclosed' may lead to rejection of tender/ bid.
xvii.	Manufacturing firm should submit performance certificate (s) of at least 03 years from other similar Govt./ Pvt. Organizations/ Hospitals on user's letter head".
xviii.	Production capacity assessment certificate: the manufacturing firm should enclose the certificate issued by the Chartered Accountant/ concerned State Drug Controller indicating actual production detail of a particular molecule batch wise for the items quoted and atleast one analysis batch report for any two of the last three years for each molecule quoted (i.e. minimum of two reports of atleast 2 different years of the last three financial years (i.e. 2014-15, 2015-16 & 2016-17).
xix.	Registration certificate/Drug License of original manufacturer, for the material quoted.
xx.	Certificate of being authorized dealer having authorization of the original manufacturer to quote against the tender.
xxi.	Non-conviction certificate issued by the Centre/State Drug Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last three years in respect of any of the drugs for which prices have been quoted by the firm.
xxii.	Authorized Dealer having authorization to quote against this tender, shall furnish his Registration Certification with Central/State Sales Tax department.
xxiii.	A copy of this NIT duly signed & stamped on every page by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.
xxiv.	<u>The Original Manufacturer of the products tendered must have a minimum turnover of Rs. 100 crore during last three consecutive years and have to submit the documents of annual turnover of the company audited by a Chartered Accountant.</u>
xxv.	Any other relevant document which the firms wishes to submit.

B. SECOND COVER (COMMERCIAL/PRICE BID) SHOULD CONTAIN THE FOLLOWING:

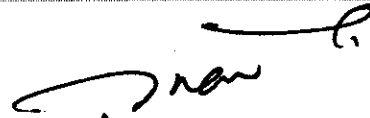

I.	Rate quoted by the firm should be on firm price basis as per bill of quantities (BOQs) of the e-tender to be downloaded from the website and Rates should be carefully quoted offline and then uploaded (Note); J&K Police does not issue road permits, concessional forms, state entry tax or octroi etc. exemption certificate, as such; Rate quoted shall be F.O.R consignee. The zero basic cost quoted for any item in BOQ will be treated as nil quoted.
II.	Rates quoted shall be final till the validity of the contract i.e, upto 30.06.2018 with a provision of further extension if finally approved by competent authority.

15. The price charged for the drug items, under the reference, by the supplier supplies shall in no event exceed the lowest price at which the supplier supplies the drug items of same identical description to any other person/ organization/ Institution during the currency of the contract as per full clause adhered by D.G.S & D. If at any time, during the said period the supplier reduced the said prices of drug items or sales drug items to any other person/ organization/ Govt. Institution/ Co.Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the PHQ, J&K and the

	price payable for the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for PHQ J&K and the supplier should attach an undertaking on non-judicial stamp paper of Rs. 10/- duly attested by the notary to this effect otherwise quotation shall be summarily rejected.
16.	On due date of opening of tenders i.e <u>22. 10.2017</u> at 1100 hours, technical bids only shall be opened and the technical evaluation process will start. Those who qualify the technical bid will be informed online with the announcement of financial bid opening date.
17.	Before opening of financial bids, samples, if any, of the technically qualified bidders may be further physically evaluated by J&K Police. The samples not conforming to the functional requirements of the purchaser/tender requirements shall be rejected. Decision of Police department regarding acceptance/rejection of the samples shall be final.
18.	Security deposit. The approved tenderers will have to supply the articles as per approved rate, approved sample and specification till the validity of the contract. They will have to furnish the security deposit @ 5% of the total value of the items contracted for in the shape of CDR/FDR issued by a nationalized/scheduled bank, at the time of signing of Deed of Agreement to ensure satisfactory performance of the equipment supplied, for warranty period from the date of acceptance of product. This security deposit will be released in due course after the expiry of specified warranty period/agreed contract. The charges on stamps etc. (cost of documents in totality) shall be borne by the supplier while executing the agreement. (No interest shall be paid by the purchaser on the security deposit). J&K Govt rules for security deposit in respect of local SSI Units shall be applicable.
19.	Guarantee/warranty. Except as otherwise provided in the invitation to the tender, the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and work man ship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor hereby guarantees that supplied goods/stores/articles would continue to conform to the specifications and quality for a period of 24 months from the date of acceptance. If during the period of 24 months supplied stores/good articles discovered not to be conforming to the specifications and quality or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon the contractor to rectify/replace the goods/stores/articles or such portion thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/articles/stores rectified/replaced from the date of rectifications/replacement thereof. In case of failure of the contractor to rectify or replace with the goods etc. within specified time, the purchase shall be entitled to recover the cost will all expenses from the contractor for such defective stores by the available means.
20.	Liquidated Damages: The successful tenderers shall have to make the supplies within the stipulated period as would be mentioned in the supply order. J&K Police reserve the right to impose liquidity damages of 5% of cost of un-supplied stores which shall depend upon the nature of supplies and extent of delay. However, period of delivery may be extended, at absolute discretion of J&K Police provided the delay is attributable to reasons beyond the control of the supplier but not attributable to business transactions and provided delay is communicated in writing justifying the cause of delay.
21.	The supplies delivered by the successful tenderer shall be surveyed and verified by the J&K Police at Police Central Stores Jammu/Srinagar, as the case may be or after supply of the same at the users end as the case may be.
22.	PHQ shall have the discretion to send any number of samples from the received supplies from successful bidder for testing to one or more NABL (National Accreditation Board for testing & Calibration Laboratories) /BIS accredited labs to check its conformity with the approved sample/specifications quoted in the NIT/supply order. In case of variation, the supply will be rejected at the cost and consequences of supplier.
23.	As soon as the acceptance of the tender is communicated to the successful tenderers online, the contract shall be binding on him. The earnest money of the tenderer who backs out or withdraw his tender or fails to abide by it after acceptance thereof is communicated/posted to him shall be forfeited besides other penal remedies that may be available to the Govt. of the J&K under the law for the time being in force in the State of J&K;

24.	The successful tenderer shall have to enter into an agreement on prescribed proforma (immediately after the issue of supply order) with the Department for due performance of the contract which shall be invariably furnished before the supply is made.
25.	The tenderer is required to furnish an authenticated copy of GST clearance certificates (alongwith the tender offer or at the time of payments) for the year 2017-18. The PHQ shall be at liberty to put to scrutiny, verification etc. the GST clearance so furnished by the successful tenderer.
26.	The authorities reserve absolute powers to reject or accept any tender or part thereof without assigning any reason and without any legal obligations. Any clause incorporated in the tender (not conforming to the NIT in any manner) shall make such an offer liable for rejection. Therefore, all the terms and conditions of the tender Notice including technical specifications shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the conditions stipulated in the tender or instructions or the offer with insufficient particulars/documents shall lead to out-right rejection of the tender offer.
27.	After the registration/placement of orders/execution of the agreement and formally depositing the security money, the tenderer backs out or fails to supply the goods, the Security Deposit will be forfeited besides any other penal provisions, the department may decide as per norms;
28.	The formal deed incorporating the terms of the contract will be executed by the successful tenderer immediately after receipt of supply order. Failure to execute such bond/deed shall not however prevent the contract from being enforced against the tenderer. Any loss sustained by the Govt. as a result of re-tendering the contract shall be recovered from the defaulter, besides other penal provisions as the department may decide;
29.	Delivery of Goods Goods shall be delivered (as per instructions in supply order) at Police Central Store, Gulshan Ground, Gandhi Nagar, Jammu and Police Central Store, Zewan, Srinagar as the case may be duly packed in perfect condition. The supplier if he so desires may insure the goods against loss or theft, destruction, damages by the natural calamity loss by exposure to weather or otherwise viz war rebellion, riot etc. The insurance charges will have to be borne by the supplier and the department shall not pay such charges;
30.	If the successful tenderer fails to supply the goods of the prescribed specification or fails to deliver the goods within the stipulated period as specifically mentioned in the supply order, the department shall be at liberty to arrange supplies by re-tendering or other-wise at the risk and cost of the tenderer. The department may give 15 days notice to the approved supplier in writing to make supplies of goods. In case of failure to supply the consignment on specified qualitative & quantitative terms, the department shall be lawfully entitled to forfeit the amount of the security money and take penal action to make good the loss sustained or excess cost incurred by the state in arranging of the supplies and other remedies that may be available to the department, under the law for the time being in force in the state. The imposable penalty can be 5% of the cost of goods depending upon nature of goods and cause of delay.
31.	<u>Either original manufacturer or his authorised dealer can participate for a particular item or sample(s) only.</u> Tender offers where both original manufacturer and his authorised dealer participate for the same items shall be rejected.
32.	If at any stage of tender process two or more bidders are found in collusion between/ among themselves with the intent to reduce competition, set price, share technical expertise, share business information/ decision, control/share production and or distribution of products and raise prices, all such tenders shall be out rightly rejected.
33.	If at any stage of tender process any bidder/s is/are found influencing any Government Servant associated with or handling the tender process and supplies thereof, bid of such tenderer/s shall be rejected besides invoking any other provision available under rules.
34.	All legal proceedings arising out of any dispute between the parties shall have to be settled in the Courts situated in Jammu and Srinagar and not elsewhere;
35.	It shall be incumbent upon the supplier to provide entire supply, in conformity with the approved sample, strictly as per the specifications provided in the NIT/supply order. Supplies found deficient in quality/quantity viz-a-viz supply order shall be rejected. Penalty/damages would be imposed and recovered from the bidder as per terms and conditions indicated in the supply order.

36.	The supplier shall not sublet the contract or any part thereof to any other agency.
37.	The decision of the accepting authority shall be final as to the quality of stores and shall be binding on the supplier. In case the articles supplied are not according to the approved sample & specifications they shall be rejected and at our absolute discretion, rejected stores may be allowed to be made good by way of replacement. The loss caused due to rejection of the supplies shall be entirely borne by the supplier. The rejected articles shall be lifted by the supplier within one week from the date of rejection. The department shall in no case be responsible for any loss or damage that may occur to the rejected stores while these are in the premises of the purchaser.
38.	The Department reserves the right to add or suitably modify the terms and conditions (without prior notification) as per exigencies and hence above shall not be construed as all inclusive.
39.	Bidders submitting their bids on-line shall only be accepted and manual bids shall be rejected and no document other than mentioned in the NIT shall be accepted manually.
40.	PHQ may call any bidder at any stage of the tender process for seeking any clarification.
41.	The bidder should furnish an undertaking APPENDIX-II of this NIT stating that he/ she is not connected in any manner with any other bidder in this tender with respect to manufacturing, distribution, supply, in sharing business information/documents price of the item etc. for the items quoted in this bid. If this is found to be incorrect, his/her tender would be rejected.
42.	The detailed NIT, SBD and BOQ is available on J&K State e-Procurement portal www.jktenders.gov.in . In case of any clarification, please contact on Phone no. <u>0194-2443031, 2443032.</u>


 (A/G Provision/Transport)
 For Director General of Police,
 J&K-Jammu.


APPENDIX-I
MANUFACTURER'S AUTHORIZATION LETTER/CERTIFICATE;

To,

The Director General of Police
J&K, Srinagar

Subject:- _____

Sir,

Please refer to your e-tender enquiry (NIT) No-38 of 2017 dated 28 . 09.2017.

1. We _____ are proven and reputable Manufacturers of _____ (name and description of the goods offered in the tender) having factories at _____ hereby authorize M/s _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above said goods manufactured by us.
2. We also hereby extend our full warranty, CMC, support as per the conditions of contract, read with modifications, if any, in the special conditions of contract for the goods and services offered for supply by the above firm against this tender enquiry document.

Yours faithfully,

Signature with date, name and designation
For and on behalf of M/s _____
(Name and address of the Manufacturers)

Note:-

- a. This letter should be on the letter head of the manufacturing firm and should be signed by the person who is competent having the power of attorney.
- b. Scan copy of the original letter must be attached with tender documents.

SIGNATURE OF THE TENDERER.

APPENDIX-II

Reference e-NIT No. 38 of 2017 dated: 28 : 09 : 2017

The Director General of Police,
J&K, Srinagar.

Sir,

1. I _____ hereby state that I am not connected in any manner with any other bidder in this tender with respect to manufacturing distribution, supply, in sharing business information/documents and price of the items etc. quoted in this bid.
2. I further state that if this is found to be correct, the Police department is at liberty to reject my tender.
3. I further certify that my concern has neither been blacklisted nor banned by any central or state organizations to participate in tendering process.

Yours faithfully,

Signature with date, name and designation
For and on behalf of M/s _____
(Name and address of the manufacturer)

Note:-

- a. This undertaking should be on the letter head of the manufacturer firm and should be signed by the authorized person.
- b. Scan copy of the original letter must be attached with tender documents.

SIGNATURE OF THE TENDERER.

APPENDIX-III

Performance statement for last two years

Name of the firm	
Description of stores	
Quantity on order	
Value	
Original D.P	
Quantity supplied within original D.P	
Final Ext D.P.	
Last supply position.	
Reasons for delay in supplies (if any)	

Signature of Tenderer

APPENDIX-IV

General instructions/CHECK LIST FOR TENDERERS;

Before submission of tender documents, the tenderers should check whether they have complied with the following requirements or otherwise;-

S.No	Requirement to be checked before submission of the tender	Complied (Please indicate YES or NO after complying with the requirement.
1.	The tenderers for their own ease shall fill in relevant details of NIT offline & upload the same after ensuring accuracy	
2.	Whether tender fee scan copy is enclosed, with the technical bid?	
3.	Whether Earnest Money Deposit (EMD) scan copy is enclosed with the technical bid?	
4.	If an SSI Unit of J&K State, the same is indicated in the tender and scan copy of the valid registration/functional certificate is enclosed or not?	
5.	Whether list of the quoted items with name, make, model and catalogue/brochures of the quoted items are uploaded with technical bid?	
6.	Whether scanned copies of complete tender documents are up-loaded in the technical bid duly signed having official seal on all pages or not. However, the quoted items may also be ticked ?	
7.	Whether tender documents are submitted in two bid system i.e. Technical and Financial Bids separately as per tender enquiry or not?	
8.	Wherever asked to deposit the samples, whether sample conforming to the specifications has been deposited with Central Store Jammu/Srinagar (as asked for in the specifications of item)?	
9.	Whether offer validity as required in tender enquiry is accepted and indicated in your tender document or not?	
10.	Whether terms of delivery and period as required in tender enquiry is accepted and indicated in your tender document or not?	
11.	Whether payment terms as required in the tender enquiry is accepted and indicated in your tender document or not?	
12.	Whether compliance statement in the format as required in tender enquiry is enclosed with the supporting catalogue/ brochures?	
13.	Whether performance statement for last 2 years as required in tender enquiry in the format is enclosed or not. If not, reason thereof is given?	
14.	Whether warranty period as required in the tender enquiry is accepted or not?	
15.	Whether details of AMC condition after warranty period (wherever applicable) is included in the price bid or not, if required in the tender enquiry?	
16.	(a) Status of tenderer as to whether manufacturer or authorized agent of the manufacturer is indicated in the tender document. If authorised agent/dealer, valid authority letter for the stores offered from the manufacturer is enclosed or not. (b) If an Indian agent of foreign principal, whether the firm is enlisted with DGS&D under compulsory enlistment scheme or not. Copy of valid DGS&D enlistment certificate as Indian Agent of Foreign Principal is enclosed or not. If not, reason thereof is given in tender document or not?	

17.	If called for in the T.E. whether acceptance of functional demo/field trial clause, (whenever asked) is specified in your tender document or not?	
18.	If called for T.E. whether free training about use of equipment after supply, is accepted or no?	
19.	Whether indicated in the tender document, if your firm's business dealings is banned by any Govt/Private agency or recommended for blacklisting or not?	
20.	The complete commercial quote should be in Indian Rupees only. Currency of price should be clearly mentioned (wherever applicable).	
21.	Tenderers are required to indicate Basic Rate, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/charges separately in the relevant columns of the BOQ.	
22.	Entry Tax/Octroi/Toll Tax and other Statutory Taxes will be applicable at actual supported by documents, if admissible	
23.	Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt/Semi Govt Organizations etc.	
24.	No column should be left blank. Wherever amount is not quoted, the column should be clearly marked as 'Nil'.	

List of sensitive and non sensitive documents.

S.No.	Sensitive Documents part of Technical bid	Non Sensitive Documents
I.	Valid Registration Certificate/Industrial License of original manufacturer for the items quoted	Performance statement of two years
II.	Valid authorization letter of original manufacturer in case of approved dealer	Govt. supply orders for same if any
III.	Valid registration certificate of approved dealer with Central/State Sales Tax Department for the items quoted	Income tax clearance
IV.	VAT clearance	
V.	SSI unit -registration certificate (local SSI units of J&K State only)	
VI.	SSI unit – functional certificate (local SSI units of J&K State only)	
VII.	Scanned copies of EMD and Tender Fee	
VIII.	Scanned copy of NIT duly Signed & sealed	

SIGNATURE OF THE TENDERER WITH SEAL

Annexure "A" to this Hqrs e-tender No 38 of 2017 dated 28 / 09 /2017

S. No.	Name of medicine/ item	PHS	PHJ	Sports Centre	Total Qty	
1.	Tab. Hyosine Butyl Bromide	50000	0	0	50000	Nos.
2.	Tab. Thyroxine 75 mg	20000	20000	0	40000	Nos.
3.	Roxithromycin 150mg	0	10000	0	10000	Nos.
4.	Vaginal Suppositories	0	1000	0	1000	Nos.
5.	Cap. Isoxsuprine	0	5000	0	5000	Nos.
6.	Tab. Glucosamine 1000 mg	0	0	1000	1000	Nos.
7.	Tab. Doxophyllin 400mg	0	10000	0	10000	Nos.
8.	Tab. Aceclofenac 100 mg + Drotavarine	50000	0	0	50000	Nos.
9.	Tab. Aceclofenac + Serratiopeptidase	0	3000	0	3000	Nos.
10.	Tab Cinarazine	0	10000	0	10000	Nos.
11.	Tab Cinarazine with Domperidone	0	10000	0	10000	Nos.
12.	Tab.Lanasaprazole Junior	5000	5000	0	10000	Nos.
13.	Tab. Gardinal 30 mg	0	2000	0	2000	Nos.
14.	Tab. Protcolytce easy mes	0	3000	0	3000	Nos.
15.	Tab. Labetolal 10 mg	0	1000	0	1000	Nos.
16.	Tab. Haemostatics	0	3000	0	3000	Nos.
17.	Tab. Mala -N	10000	2000	0	12000	Nos.
18.	Tab. Albendazole 400 mg + Ivermactin 6 mg	0	2000	0	2000	Nos.
19.	Tab. Dicyclomine	0	0	500	500	Nos.

20.	Formonide Inhaler	200	0	0	200	Nos.
21.	Diclofenac spray	0	0	50	50	Nos.
22.	Xylometazoline N/spray Adult	3000	0	0	3000	Nos.
23.	Xylometazoline-S N/drops Paed	3000	0	0	3000	Nos.
24.	Ofloxacin ,Beclomethasone Clotrimazole,ear drops	300	0	0	300	Nos.
25.	Levoline Respules 0.31mg	1000 pcs	0	0	1000	Nos.
26.	Salbutamol Inhalation 100mcg/dose	100 vil's	0	0	100	Nos.
27.	Protein Powder	0	2000	0	2000	Nos.
INJECTABLES						
1.	Inj. Deriphylin 2 ml	1000	1000	0	2000	Ampules
2.	Inj. Haemostatics	0	1000	0	1000	vials
3.	Inj. Phenaramine Maleate (Avil)	2000	1000	50	3050	Ampules
4.	Inj. Hyoscine Butyl Bromide	30000	1000	0	31000	Ampules
5.	Inj. Drotaviron 8 mg	2000	0	0	2000	Ampules
6.	Inj. Prochloroparazine	500	500	0	1000	Ampules
7.	Inj. Dicyclomine	0	1000	0	1000	Ampules
8.	Inj. T. Toxide	2000	0	300	2300	Ampules
9.	Inj. Envas 1 ml	200	0	0	200	Ampules
10.	Inj. Dexomethasone 2 ml	5000	1000	0	6000	Ampules
11.	Inj. Prestodine	100	0	0	100	Ampules
12.	Inj. Perinorm	200	0	0	200	Ampules


13.	Inj. Methergin	500	0	0	500	Ampules
ANAESTHESIA DRUGS						
1.	Inj. Sucoline 500 mg (10 ml vls)	300	500	0	800	vials
2.	Inj. Butrium 1 mg (Butadol)	100	30	0	130	Ampules
3.	Inj. Xylocard 2% (50 ml)	20	300	0	320	Ampules
4.	Inj. Dilazem	10	20	0	30	vials
5.	Inj. Butalock	30	30	0	60	Ampules
6.	Inj. Bupavacaine (Heavy for spinal)	30	100	0	130	Ampules
7.	Inj. Calcium Carbonate	50	40	0	90	Ampules
8.	Inj. Soda Bicarbonate	50	30	0	80	Ampules
9.	Inj. Esmolal	30	20	0	50	Ampules
10.	Inj. Mephentrmin	10	50	0	60	vials
11.	Inj. Xylocain 2% 30 ml	300	0	0	300	vials
12.	Inj. Xylocaine 4%	0	100	0	100	vials
13.	Inj. Halothene 250 ml	5	0	0	5	vials
14.	Inj. Xylocain Heavy 5 %	50	100	0	150	Ampules
15.	Inj. Xylocaine with Adrenaline 30 ml	500	100	0	600	vials
16.	ECG Stickers	2000	3000	0	5000	Pieces
17.	ET Tubes Disposable 7.5 size	1000	0	0	1000	Pieces
18.	ET Tubes Disposable 8.0 size	1000	200	0	1200	Pieces
19.	ET Tubes Disposable 8.5 size	0	200	0	200	Pieces

20.	ET Tubes Disposable 9.0 size	0	50	0	50	Pieces
21.	ET Tubes Disposable 9.5 size	0	50	0	50	Pieces
22.	Soda Lime Grnules	6	100	0	106	jars
23.	Inj. Phenytoin Sodium 50mg	100	0	0	100	Ampules
24.	Inj. Digoxin	30	0	0	30	Ampules
25.	Inj.Haprine (Cath flush)	10	0	0	10	vials
SYRUPS/ LIQUIDS						
1.	Syp. Zinc	500	500	0	1000	Bottles
2.	Betamethasone Oral Drops	50	0	0	50	Bottles
3.	Infant Feeding Tube No:7/8	10	0	0	10	Tubes
4.	Syp. Lycopene	0	500	0	500	Bottles
OINTMENTS/ SPRAY						
1.	Xylocaine Spray 10%	50	100	0	150	Bottles
2.	Bandage soft 6" for nasal packing	0	1000	0	1000	
3.	Disposable Tongue depressors	0	3000	0	3000	
4.	Xylocaine 2% Jelly	300	1000	0	1300	Bottles
5.	Soframycin Ointment 100 gms (tube)	1000	200	0	1200	Tubes
6.	Neosporine Eye Ointment	1000	2000	0	3000	Tubes
7.	Oint. Fluconazol	1000	0	0	1000	Tubes
8.	Neosprine H Ointment	1000	2000	0	3000	Tubes
9.	Silver Niterate	10	0	0	10	

10.	Nadifloxacin tube	0	200	0	200	
11.	Multiloads	50	0	0	50	
12.	Candid vaginal gel	100	1000	0	1100	
13.	Haemorrhoidal Ointment	500	500	0	1000	
OPHTHALMIC PRODUCTS						
1.	Tropeamide + Phenylephrine Eye drops	50	0	0	50	
2.	Cyclopentolate Eye Drop	50	0	0	50	
3.	Moxifloxacin 5 ml Eye drops	1000	1500	0	2500	
I/V FLUID						
1.	Inj. Tinidazole 400 ml (Infusion)	1000	2000	0	3000	
2.	Inj. Mannitol 20% 100 ml	200	100	0	300	
DRESSING MATERIAL/ SURGICAL FOR CASUALTY ETC.						
VITALS:						
1.	Bandage Rolled 10 cm x 5 mtrs	750	750	20	1520	dozens
2.	Adhesive tape 6" 15 cmX5 mtrs	500	0	0	500	
3.	Savlon lotion 1 ltr.	100	0	10	110	bottles
4.	Sprit 1 ltr.	100	0	0	100	bottles
5.	Paper tape 1" (Transparent)	1000	0	0	1000	
6.	Sterile Gauze Swab 8 ply 10cmX10cm.	0	500	0	500	
7.	Sterile Gauze Swab 8 ply 7.5cmX7.5cm	0	500	0	500	
8.	Povidone Iodine 5% Ointment 250gms	1000	100	0	1100	jars

9.	Examination Gloves (1X200)	5000	100	0	5100	Pairs
10.	I/V Cannulla 18, 20 size	0	1000	0	1000	pcs
11.	Surgical Dressing pads (10x10cm)	500	500	0	1000	pcs
12.	Parafine wax for Physiotherapy	0	20	0	20	Kgs
13.	Band Aid W/F assorted size (Circular, Square, Long)	0	10000	0	10000	
14.	Surgical sheet 3'x5'	0	50	0	50	Sheets
15.	Dynoplast 6"	300	50	0	350	
16.	Dynoplast 3"	300	50	0	350	
17.	Spirit swab	0	0	300	300	
18.	Instrument disinfectant 500ml	0	10	0	10	
19.	Instrument cleaner 500ml	0	10	0	10	
20.	Spirit	0	100	0	100	
21.	X-Ray detectable Abdominal Pad 25cmx40cmx8ply	0	1000	0	1000	
22.	Corrigated Drainage Set	0	50	0	50	Nos.
23.	Debrider Blades Assorted	0	0	0	0	
24.	Lapro Disposable Trochar (5mm, 10mm)	0	25	0	25	Nos.
25.	Spongiston	0	100	0	100	
26.	Ligaclips LT 300	0	20	0	20	
27.	Liq parafin 50ml	0	500	0	500	bottles
28.	Hand Sanitizer 500 ml	100	2000	0	2100	bottles

I.V Fluids						
1.	Inj. Dextrose 5%	0	1000	0	1000	Bottles
2.	Inj. DNS 500 ml	0	5000	0	5000	Bottles
3.	Inj. Tinidazole 400 ml (Infusion)	1000	2000	0	3000	
4.	Inj. N. Saline 100 ml	1000	0	0	1000	Bottles
5.	Inj. N. Saline 500 ml	3000	1500	0	4500	Bottles
6.	Inj. Mannitol 20% 100ml	200	100	0	300	
USG/ECG material						
1.	USG Paper Type-V Japan	100	100	0	200	Roll
2.	ECG Paper 80 mm X 20 mtres	0	300	0	300	Roll
3.	E.C.G Paper BPL Modal 6208/view Plus(80mmx20mtrs)	100	0	0	100	Roll
4.	E.C.G Paper BPL Modal 8108/view Plus	300	0	0	300	Roll


 (AIG Provision/Transport)
 For Director General of Police,
 J&K-Srinagar.
