


GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE SUPERINTENDENT DISTRICT JAIL BHADERWAH

EMAIL: Jailbaderwah@gmail.com

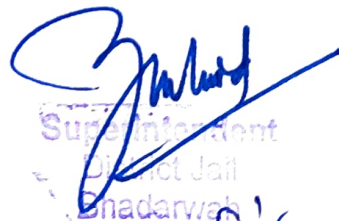
☎ : Phone / Fax 01997-295103 (Office)

BIDDING DOCUMENT	
Tender Notice No	eNIT no 02 of 2025
Date	<u>12-02-2025</u>
Approximate Tender Value	₹25.00 Lacs
Cost of tender document	₹1500.00


Superintendent
District Jail
Bhaderwah

Instructions to the Bidder:

- (i) Prospective bidders can download the NIT/bidding documents from the websites jktenders.gov.in and www.jkprisons.in
- (ii) The bidder has to submit bids online in electronic form with digital signature.
- (iii) To participate in bidding process, the bidder has to get Digital Signature Certificate (DSC) as per provisions of Information Technology Act-2000. This certificate will be required for signing the bid documents. Bidder can get DSC from any approved vendor for the purpose. The bid cannot be uploaded without digital signature.
- (iv) No bid will be accepted in physical form.
- (v) All unit rates and prices quoted by the bidder shall be in Indian rupees only.
- (vi) All payments shall be made in Indian rupees only.
- (vii) Copies of the documents shall be uploaded in 100 dpi, black and white.
- (viii) All conditional bids shall be summarily rejected.
- (ix) Bidders are advised not to make any change in Bill of Quantities (BOQ). In no case, any attempt should be made to create similar BOQ by the bidder. Downloaded BOQ should only be used for filling of rate which shall be inclusive of all taxes, levies, duties, toll, surcharges etc. and it should be submitted with the same bidding document.


Superintendent
District Jail
Bhadarwah
(M-1)

**GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE SUPERINTENDENT DISTRICT JAIL BHADERWAH**

EMAIL: jailbhadervwah@gmail.com

☎ : Phone / Fax 01997-295103 (Office)

e-TENDER NOTICE FOR SUPPLY OF MEDICINES AND MEDICAL EQUIPMENTS FOR DISTRICT JAIL BHADERWAH

NOTICE INVITING TENDER

e-NIT No: 02 of 2025

Date: 12-02-2025

1. For and on behalf of the Lieutenant Governor, Union Territory of Jammu and Kashmir, e-tender through online mode are invited from eligible vendors/firms possessing valid Medical Drug licenses holder wherever applicable for execution of Rate Contract (valid for one Financial Year i.e 2025-26) for supplies of items as mentioned in **Annexure 'K'** of this bid document.
2. Bidding documents consisting of eligibility criteria, specifications of items, quantities, set of terms and conditions of contract, and other relevant details can be seen/downloaded from the websites www.jktenders.gov.in and www.jkprisons.in

3. Schedule of tender :

a	Date of Issue of Tender Notice	12.02.2025
b	Period of downloading of bidding documents	13.02.2025 from 1200 Hrs
c	Bid submission Start Date and time	13.02.2025 from 1230 Hrs
d	Bid submission End Date and time	03.03.2025 upto 1500 Hrs
e	Date and Time of opening of Technical Bids in online mode	05.03.2025, 1200 Hrs in the office of Superintendent, District Jail Bhaderwah.
F	Pre-bid meeting date and time	20.02.2025, 1130 hours in the office of Superintendent, District Jail Bhaderwah

4. Tender Fee (Cost of tender documents) :

An amount of ₹ 1500/- towards cost of tender fee has to be deposited by the bidder in the shape of Treasury Receipt in the following Major Head:

Major Head : 0056 (Jails)

Paid on behalf of : Superintendent District Jail Bhaderwah.

Note: Scanned copy of the receipt of the tender fee has to be necessarily uploaded along with the bid documents.

5. Earnest Money Deposit (EMD) :

- (i) The bidder has to submit Earnest Money of ₹75000 (Rupees Seventy Five thousand Rupees only) in the form of CDR/FDR issued by a scheduled bank, drawn and pledged in favour of Superintendent District Jail Bhaderwah and payable at Bhaderwah. The bidder has to upload the scanned copy of the CDR/FDR along with other documents during submission of bid within the above-mentioned date and time of bid submission.
- (ii) In addition to uploading of scanned copy of EMD, the participating bidders shall deposit EMD in original in the office of undersigned before last day of submission of online bids.

- (iii) The EMD(s) of unsuccessful bidder(s) shall be released by Superintendent District Jail Bhaderwah after placement of Supply Order to the successful bidder. The Earnest Money deposited by the successful bidder will be refunded after submission of Security Deposit/Performance Guarantee @ 5% of the quoted tender rates.
- (iv) For an SSI unit, the EMD shall be as per prescribed Government norms. The bidders claiming preference under MSME Norms shall submit relevant government documents in favour of their claim.
- (v) Earnest Money of the bidder(s) will be forfeited in following cases:
- (a) When the bidder withdraws his bid during the period of bid validity on account of any reason.
- (b) On failure of the successful bidder in furnishing Security Deposit/Performance Guarantee equivalent to 5% of the of Tender Value as quoted above within 07 days from the date of opening of price bids/declaration of L-1.

6. Pre-bid Clarification/meeting :

- (i) Prospective bidder(s) may seek clarification with respect to eligibility criteria or any other clause of bid document by attending this office on working office hours during bid Submission dates.
- (ii) Department will make reasonable effort to attend to queries / observations raised by prospective bidder(s); if any. Also, an email to this effect may be sent on email address djBhaderwah@gmail.com . In case any corrigendum in the bid document becomes a necessity, the same would be notified on website www.jktenders.gov.in and www.jkprisons.in
- (iii) A pre-bid meeting will be held in the office chamber of the Superintendent District Jail Bhaderwah as per following schedule :

Date : 20.02.2025
Time : 1130 hours

Interested prospective bidders may attend the pre-bid meeting. Non attendance in the pre-bid meeting will not be a cause for disqualification of any bidder.

7. SUBMISSION OF BIDS: The bid to be uploaded by the bidder shall be in two separate parts.

A. Part -I shall be named -Technical Bid (ELIGIBILITY CRITERIA)

The Technical Bid shall comprise of the following:

S. No.	Particulars	Eligibility Criteria	Scanned copies of supporting documents required to be uploaded (Mandatory)
(a)	Tender Fee	Cost of tender documents/ tender fee amounting to Rs 1500/- has to be deposited as Treasury Receipt as indicated at Para 4 of this bid document.	Receipt of Challan deposited in M.H 0056 favouring Superintendent District Jail Bhaderwah J&K. (Annexure-"A").
(b)	Earnest Money Deposit	In the shape of <u>CDR/FDR</u>	CDR/FDR amounting to Rs 75000/- pledged in favour of Superintendent

			District Jail Bhaderwah J&K
(c)	Permanent Account No.	Permanent Account Number of the bidder	(Annexure-"B"). PAN Card (Annexure-"C").
(d)	Goods and Services Tax (If applicable)	<p>(i) Bidder firm should be registered with GST authorities.</p> <p>(ii) Should have filed at least one GST return in last 3 months (excluding the months in which this tender has been published).</p>	<p>(i) Valid Registration Certificate containing GST No. issued by the competent authority. (Annexure-"D").</p> <p>(ii) Any one GST return out of the GST returns filed in last 3 months (excluding the months in which this tender document has been published). (Annexure-"E").</p>
(e)	Work Experience Certificate	The bidder should have successfully completed supply of similar items valuing minimum of ₹50 lacs during the Financial Years 2022-23, 2023-24 and 2024-25 and the Current Financial Year (upto the date of issuance of this tender) against either a rate contract (executed during the above mentioned period) or a lump sum supply of above value, against a supply order to any Department/ Organisation/Institution/ Autonomous Body/ Statutory Body etc of Central Govt./Govt. of any UT/any State Govt./Public Sector Undertaking of Central Govt./State Govt./ UT Govt.	<p>Certificate(s) issued by the competent authority of that office indicating completed supplies. The Certificate(s) should necessarily contain following information as per (a) to (c) below:</p> <p>(a) Name of the items supplied.</p> <p>(b) Rate Contract/ Supply order No. and Date</p> <p>(c) Value of total supplies completed.</p> <p>Annexure- "F"</p>
(f)	Financial Turnover	Bidder should have annual average financial turn over a minimum of ₹1.00 Cr during the last 3 Financial Years namely 2022-23, 2023-24 and 2024-25.	Certificate issued by the Chartered Accountant as per format provided in Annexure- "G"
(g)	Undertaking regarding acceptance of all terms and conditions of the tender and full particulars of the bidder.	Bidder has to furnish an undertaking regarding acceptance of all terms and conditions of the tender document and also has to provide his/her full particulars..	As per format provided in Annexure-"H".
(h)	Undertaking regarding Correctness of the documents etc.	Bidder has to submit an Undertaking on an affidavit, duly attested by a Notary, mentioning therein that their Firm has not been blacklisted in past by any	As per format provided in Annexure-"I"

		Department/Organisation/ Institution etc of Central/ any State Govt; Govt of UT/ any PSU of Central/ State Govt. in the last five years and all the documents uploaded / submitted in this tender by the bidder are correct and genuine.	
(i)	Valid Drug Licence	Bidder must have a valid Valid Drug Licence .	Copy of Valid Drug Licence. Annexure "J"
(J)	IT Return	Income tax clearance certificate or last Quarter of the current financial year shall be uploaded with the tender documents	Copy to be included as Annexure-K

- NOTE:**
1. The bidder shall have to upload all the Annexures from 'A' to 'K' in the prescribed format and all Annexures are mandatory, as applicable.
 2. SSI Units shall have to upload their valid certificate of registration with the Technical Bid.

B. Part-II shall be named Financial Bid:

Price bids of only those bidders would be opened (in online mode) who qualify in Technical Evaluation of bids (wherever applicable).

8. Bid Validity :

The Bid would remain valid for a period of 1 financial year from date of opening of price bid. In exceptional circumstances, the rate contract may be extended for a specified time period or till the finalization of next Rate contract whichever may be earlier. The extension of Rate contract shall be binding on the L1 bidder without modification of rates in existing contract failing which penal measures as per Rules/tender terms and conditions shall be imposed against the defaulting Firm.

9. Performance Security

Successful bidder will have to furnish Performance Security equivalent to 5% of tendered value as quote above in the shape of CDR/FDR/Bank Guarantee within 7 days of opening of price bid.

Performance Security of the successful bidder shall be released only after successful completion of supplies to the satisfaction of the department and only after deducting outstanding amount, if any, from the supplier on account of any reason. Wherever applicable the performance security shall be released after completion of warranty period.

10. No price escalation:

The rates and price quoted by the bidder shall be deemed to include any price/Tax escalation upto completion of period of rate contract/extension of rate contract.

11. Validity of Rate Contract:

Department may extend the period of rate contract at the approved rates without any change in rates till the finalization of rates for next year.

12. Taxes:

The rates and price quoted by the bidder should be in Indian rupees only and the quoted rates shall be deemed to include all taxes, royalties, levies, toll, surcharge etc. upto completion of the supply orders unless otherwise separately and exclusively specified.

Deduction of amount of applicable taxes from the bills of the supplier shall be as per prevailing rates of GST and other tax laws at the time of effecting recovery.


13. Force Majure:

In circumstances beyond the control of the supplier, time extension for completion of the supply order may be given by the department at the discretion of the department keeping in view the time elapsed due to circumstances beyond the control of the supplier.

14. Advance payment/Mobilization advance

No mobilization advance or advance payment in any manner shall be made to the supplier unless otherwise specifically provided in the bid document or the supply order.

15. Penalty for delay in completion of supplies as per supply order:

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- a. In case of delay in completion of the supply order beyond scheduled period of delivery, a penalty at the rate of 1% per week (on pro-rata basis) on the amount of unexecuted supplies shall be imposed on the supplier subject to a maximum of 10% of the value of supply order. The penalty thus imposed shall be deducted from the respective bill of the supplier and remitted towards the Government. A supplier who recurrently defaults/delays at providing supplies may be blacklisted after providing a reasonable opportunity of being heard.
 - b. Non-cooperation of the supplier or his representative with departmental officers and any act of misbehavior or disrespectful conduct by the supplier or his representative with departmental staff shall invite penalty as decided by the Superintendent, District Jail Bhaderwah which shall be binding on the supplier.
 - c. If the successful bidder fails to supply the items of prescribed specifications or fails to deliver the goods within stipulated time as mentioned in the Supply Order, the department will be at liberty to arrange supplies from any other alternate source(s) and recover extra cost, if any, from the default supplier which may be effected through forfeiture of Performance Security also.

16. Arbitration:

No arbitration is allowed.

17. Dispute Resolution Mechanism:

If any dispute or difference of any kind, what-so-ever, arises between the department and the supplier, in connection with or arising out of the contract or the execution of supply order, it will be first attempted to be resolved amicably at the department level and the decision of the department shall be binding for all.

The Jurisdiction of the court(s) in any case shall be within District Doda, Union Territory of J&K.

18. Documents comprising the bid:

Following documents which are not submitted with the bid shall be deemed to be part of the bid :

- (a) Notice Inviting Tender
- (b) Tender Document.

19. Integrity of the bid process:

Information relating to clarification, examination, evaluation, comparison of bids, recommendations for award of contract, approval thereof etc. during the bid process are all confidential. All bidders are advised not to make any attempt to influence any officer/official of the department or any person related to them. Any such attempt may result in disqualification of the bidder at any stage of the bid process including appropriate action under existing provisions of law.

20. Production of original documents on demand:

All bidders including the successful bidder will have to produce original documents before the department at any stage of the bid process or even during execution of the rate contract, on demand, for verification or for any other purpose.

20. Extension of time for Completion of supply order.

The department may extend the scheduled completion date of supplies if delay is on part of department or due to Force Majeure or a variation is issued or due to any other reason.

The department shall decide whether and by how much period the scheduled completion date is to be extended. If the supplier fails to give early warning of a delay or fails to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new completion date.

21. Sample of the Supplies

The Medicines supplied should be from registered / recognized and renowned companies strictly as per the prescription of Doctors and as mentioned in the supply order keeping in view the manufacturing / expiring dates. No substitute or substandard medicine will be accepted in any case.

22. Agreement

The successful Bidder shall have to execute Contract Agreement with Department within 07 days of allotment of Contract/issuance of Letter of Intent.

23. Payment

Payment shall be made by the Department only after the consignment delivered by the Successful Bidder is properly inspected, surveyed, accepted and brought on stock of the department in the concerned Stock Register.


24. Remission Charges

Remission charges/Bank Commission on account of payment made to the Successful Bidder shall be borne by the Supplier only.

25. **Inspection of Premises**

The representative of the department shall have access to the Supplier's Premises and shall have the power at any reasonable times to inspect and examine the materials and workmanship, whenever found necessary. The firm has to provide the details of medical shop outlet duly licenced from the competent authority.


26. **Supply order:**

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- a. If after finalization of the Rate Contract/Placement of SupplyOrder / execution of Contract Agreement, the successful Tenderer backs out or fails to supply medicines & medical equipments, Performance Security and/ or EMD of the Tenderer shall be forfeited. Prospectively, Department shall procure the supplies from L2 bidder subject to the approval of rates by the Purchase committee. Further any loss sustained by the Govt. as a result of re-tendering for supply of goods shall be recovered from the Default Tenderer, besides any other remedy that may be available to the Department under law for the time being in force.
 - b. Supply order shall be placed in favour of the Successful Tenderer indicating quantities & rates of different material to be supplied (based on optimum requirements, keeping in view the number of jail inmates). Period of delivery can however be extended by the authority placing the Supply Order in case of justified reasons at the discretion of the department.
 - c. The Contract /Supply Order can be withdrawn at any time if the supplies are not made according to approved samples/specifications of material. Any extra Cost involved in purchase of items from any other source(s) is liable to be recovered from the Defaulting Supplier.
 - d. In case Supplies are rejected by the department during inspection/survey, loss caused to the Supplier due to rejection/replacement of Supplies shall be entirely borne by the supplier. The rejected supplies shall be lifted by the Supplier within 01 days from the date of information about rejection of supplies to the Supplier firm. The Department shall not be responsible for any damage or loss that may occur to the supplier while delivering the supplies in the Department.

27. **General and Special conditions:**

- 1. The Medicines supplied should be from registered / recognized and renowned companies strictly as per the prescription of Doctors and as mentioned in the supply order keeping in view the manufacturing / expiring dates. No substitute or substandard medicine will be accepted in any case.
- 2. The Medicines must be latest manufacturing batch with minimum expiry of 10 months from the date of receipt by medical unit.
- 3. The rebate/discount offered will be taken into account after proper evaluation. The tenderer for supply of Medicines should be a registered dealer having GST / PAN NO. and has to submit the both registration certificates alongwith valid drug license etc.
- 4. No conditional tender shall be accepted.
- 5. The supplier has to supply the medicines to the Jail on his own. No official will be deputed from the Jail for collection of medicines from the respective tenderer / Supplier.
- 6. The medicines has to be supplied on daily basis as per requirement and it has to be ensured that the required medicines is supplied with-in one day from the date of issue of supply

- order/requisition from Superintendent of Jail. In case of delay on the supply the procurement will be made by the department from the open market and the extra cost involved will be recovered from supplier with penal interest of 15%. The institution does not require medicines in bulk quantity, the requirement could be in the form of strips, ampoules and bottles etc.
7. The supplier has to deliver the medicine in the Medical section of this office as per supply order along with its bill in duplicate every time the supplier makes the supply to Jail, after securitizing the rates with supply order. No excuse, justification or reason would be acceptable in failure of the supply of medicine, in curfew as well as lockdown etc.
 8. The successful tenderers shall have to execute an agreement with the department soon after the allotment is made.
 9. After final decision of rate contract/placement of orders, execution of agreement, if the tenderer fails to supply the medicines his CDR/FDR will be forfeited and loss sustained by the department as a result of awarding contract to next lowest tenderer/due to re-tendering shall be recovered from the defaulter, besides initiating any other action as warranted under rules.
 10. In case any tenderer charges higher rates for any item (more than MRP) legal action as warranted under rules shall be taken against him, besides forfeiture of his CDR.
 11. The rates accepted shall remain in force for the financial year 2025-26 from the execution of agreement or till next rate contract will be finalized whichever is earlier.
 12. Tenders without Demand draft / CDR's shall not be entertained.
 13. The undersigned reserves the right to accept/reject any tender without assigning any reason.
 14. In case of emergency the supplies shall be made / available on the same day as well as late hours without any delay keeping in view the urgency / request by the Medical Section.
 15. The Medicine shall be supplied and the supplier will be bound with all terms and conditions appended with tender document. The supplier is bound to supply the medicines to this Jail on top priority without any laxity.
 16. Bidders must ensure to upload scanned copies of all necessary documents with the bid with seal and signature.
 17. Every bidder has to participate necessarily in all the tendered BOQ items. Bidder participating in only selected items shall be disqualified at Technical/financial stage as the case may be.
 18. The Department shall not be responsible for any delay in submission of online bids on account of any reason.
 19. Sub-letting of the contract or any part thereof is not allowed to be transfer any part to any agency. Doing so shall lead to disqualification of the bidder from the contract.
 20. The Tenderer shall be responsible for proper packing of supplies so as to avoid any damage of goods during transportation and shall deliver the material in good condition at the destination of the Consignee. In the event of any loss or damage, breakage, leakage etc., the Tenderer shall make good the loss. Hence, shortage/damage found at the time of inspection/survey of the Supplies will not be responsibility of the Consignee. No extra cost will be payable by the Department to the supplier on account of any such loss caused to the consignment.
 21. Minor relaxations in Technical bid may be granted by the District Level Purchase committee, if it weighs in the interest of department.
 22. The tenderer should upload certificate / willingness that he will supply the items 24x7 to this jail as and when required. The list of the representatives of the firm authorized to visit jail shall be furnished alongwith their Govt. Identity cards and firm's authorization has to be provided at the time of furnishing of security deposit. No other un-authorized person shall be permitted to deliver or enter the jail premises.


Superintendent
District Jail Bhaderwah
Bhaderwah

No: DJB/ Acctts/ 2025-26/ Tender/ 690-92

Dated 19-02-2025

Copy to the:-

1. Director General of Police, Prisons J&K Jammu/Srinagar for favour of kind information.
2. Joint Director, Information Department J&K Jammu / Srinagar alongwith two copies of abridged tender Notice with the request to get the abridged tender Notice published in Prominent News Papers of UT of J&K for wide publicity.
3. I/C Website Prison Hqrs for publishing the tender on www.jkprisons.in


Superintendent,
District Jail Bhaderwah


Bhaderwah F.V.

Annexure-'G'
Certificate from the Chartered Accountant

This is to certify that Annual Financial Turnover of (name of the bidder) for below mentioned 3 financial years are as under, as per books and accounts of the bidder.

I/We have fully examined the related records of the bidder and have satisfied myself/ourselves about the correctness of the details indicated below.

Financial Year	Total Financial turn over (₹ In lacs)
FY 2024-25	
FY 2023-24	
FY 2022-23	

Signature : _____

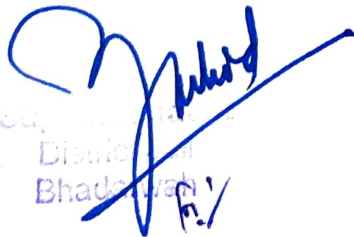
Name of the audit firm/Chartered Accountant: _____

Seal of the audit firm/Chartered Accountant : _____

Date: _____

Signature of the Bidder/Signature of Authorized representative of the Bidder

Name of the Bidder/ Name of the Authorized representative of the bidder:_____


District
Bhadrachalam

Annexure- 'H'

To
The Superintendent,
District Jail Bhaderwah

Reference: e-Tender No.

Dated

Sir,

I/We have carefully examined the tender document including all terms and conditions of the tender and have fully understood all the terms and conditions of the tender document. I/We hereby undertake to abide by all the terms and conditions of the tender during the bidding process and/or during execution of the contract.

Signature of the Bidder/Signature of the Authorized representative of the Bidder

My/Our full particulars are as under:-

Full Name : _____


Address (Office): _____

Address(Residential): _____

Tele Nos. (O) _____ (Mobile No.) _____

E-mail : _____ Fax No.: _____

Signature of the Bidder/ Signature of the authorized representative of the bidder.


Superintendent,
District Jail
Bhaderwah
(H.1)

Annexure-'I'
Affidavit
(Duly attested by a Notary)

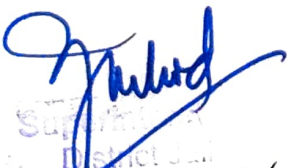
E-NIT No.:

I/We solemnly affirm on oath;

- i) That the bidder has not been convicted by any court of law in last 5 years (ending last day of the month previous to the one in which this tender has been published) and no Criminal Proceeding is pending with any authority as on date.
- ii) That this bid is an independent bid and bidder is not part of any cartel in this bid process. In case any cartelization in this bid process involving the bidder is detected at any stage of the bid process/execution of contract, the same is liable for cancellation at risk and cost of the bidder and department shall not be liable to pay for any damage/loss suffered by the bidder, whatsoever.
- iii) That all information provided in the bid document and all documents attached with this bid are correct and genuine to the best of knowledge and belief of the bidder and no material information has been concealed which would render the bidder ineligible in this bid process.
- iv) That if at any stage of the bid process and/or at any stage of execution of contract, any information provided in the bid document or any document furnished by the bidder along with the bid document is found to be incorrect/misleading and/or distorted, fake and fabricated, allotment of contract would be liable for cancellation at any stage of the bid process or at any stage of execution of contract and department would not be liable to pay for any damage/loss suffered by the bidder, whatsoever.
- v) That failure to provide requisite supplies in scheduled time shall invoke penalty clause of the contract and/or including the cancellation of the contract
- vi) That the bidder has not been black listed by any Government or Semi-Government department in last 5 years (ending last day of the month previous to the one in which this tender has been published).

Declaration

I hereby declare that the information furnished above are true and correct to the best of my knowledge and belief and I understand that in case any deviation is found in respect of above at any stage of the bid process and/ or execution of rate contract, I will be liable for black listing and action as per provisions of law.


Sub-Inspector
District Jail
Bhadarwan
21/