

# OFFICE OF THE STATE MALARIOLOGIST J&K STATE JAMMU

Directorate of Health Services Jammu, Near MLA Hostel -180001

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## E-TENDER NOTICE NO: SMJ/NVBDCP/INSECTICIDE FOR STATE MALARIOLOGIST, J&K STATE, JAMMU/01 OF 2021.

For and on behalf of the Lieutenant Governor of Jammu & Kashmir State, Online tenders are invited from the Original Manufacturers /Authorised dealer/Distributor for the supply of "INSECTICIDE FOR STATE MALARIOLOGIST, J&K STATE, JAMMU" for the year 2020-21.

S. No	Name of the Item
1.	Cyphenothrin 5% Ec
2.	Malathion

Specifications enclosed.

The particular of the tender are as under:-

S. No	Particulars of the tenders	Cost of Tender	Earnest Money
01	"INSECTICIDE FOR STATE MALARIOLOGIST, J&K STATE, JAMMU" for the year 2020-21.	<u>Rs.750/- General</u>	<u>Rs. 10,000/- Gen</u>
01.	Publish date	<u>23<sup>th</sup> of March, 2021 at 16:00 hours</u>	
02.	Document download start	<u>24<sup>th</sup> of March, 2021 at 16:00 hours</u>	
03.	Bid submission start date	<u>26<sup>th</sup> of March, 2021 at 11:00 Hours</u>	
04	Bid submission end date	<u>15<sup>th</sup> of April, 2021 up to 16:00 Hours</u>	
05	Technical bid opening date (online)	<u>17<sup>th</sup> of April, 2021 at 01:00 hours</u>	
06	Financial bid opening date (online)	Shall be Communicated later on after opening & evaluation of technical bid.	
07	Financial & Technical Bid	Both the Bids Uploaded separately on line.	

The Terms & Conditions of e-NIT & other documents can be downloaded from the official website <https://dhsjammu.jk.gov.in> & [www.jktenders.gov.in](http://www.jktenders.gov.in). The tenderer shall have to upload scanned copy of below mentioned technical documents including CDR/FDR in the portal of jk-tenders. The EMD in original shall be obtained only from the bidder who declared as L1 after opening of financial bid of "INSECTICIDE".

1. Cost of tender document (in shape of Demand Draft) in original, favouring **Member Secretary, State Malaria Society, Jammu superscribed as "Cost of the Tender Document"** should reach in the Office of State Malariologist, J&K, Jammu by or before due date & time of submission of bid by post only. The State Malariologist, J&K, Jammu shall not be responsible for any delay due to any reason.
2. **Scanned copy of affidavit on Rs.100/- stamp paper** duly attested by **Judicial Magistrate 1st Class** to the effect that:-
  - a. The documents/certificates etc enclosed with the Technical bid are genuine and have not been tampered or fabricated.
  - b. The firm has not been blacklisted in the past by any Govt/Private Institution of the country and there is no case pending in Vigilance/Any other investigating agency.
  - c. If anything is found adverse in respect of documentation or otherwise, legal action warranted under law shall be initiated against the tenderer(s) submitting the tender.
3. **Scanned Copy of Annual Turnover of Minimum of Rs.20.00 lacs** for the last three years **2017-18, 18-19 & 19-20** issued by the Chartered Accountant of the Original manufacturers.
4. A minimum of three years **2017-18, 18-19 & 19-20 Good manufacturing practice** (Revised Schedule-M) certificate of Original manufacturer(s) in respect of **"quoted Items"**. **In case of imported drugs COPP is Mandatory.**
5. PAN based Income Tax Clearance certificate and GST for previous year issued by the concerned Department.
6. MSME certificate from the competent authority.
7. Copy of Drug Manufacturing License valid at least up to 31-03-2021, of the original manufacturer and list of products being manufactured duly authenticated by the competent authority.

8. MSME units are exempted from the application of Criteria of annual turnover.
9. The tender shall carefully examine the conditions before signing the Contract and in case of doubts, if any, get the clarification from State Malariologist Office, J&K, Jammu.
10. The tenderer shall submit the **"Technical Bid" & Financial Bid online as mentioned in NIT on Jktenders portal.**
11. Technical Bid not accompanied with the requisite documents at the time of its submission shall be rejected at the appropriate level by the competent authority.
12. The rate quoted must be F.O.R Stores of State Malariologist, J&K, Jammu
13. Only one rate against one item will be entertained and accepted for
14. Rates quoted should be inclusive of GST.
15. The rates should be quoted both in words and figures without any cutting over-writing.
16. **Technical Bid Consists of the Following:-**
  - a) Earnest Money Deposit of **Rs.10,000/- (Rupees Ten Thousand only)** for General in the shape of FDR from any **Nationalized Bank /Scheduled Bank preferably J&K Bank Ltd having validity not less than 24 months pledged to the Member Secretary, State Malaria Society, Jammu (If the EMD is not pledged to Member Secretary the technical Bid is liable for rejection), MSME are exempted for the same.**
  - b) Copy of valid License of Manufacturers /Authorized dealer/Distributor of the INSECITICIDE, duly authenticated by the competent authority along with a report of storage conditions, Quality control and previous record of supply from the concerned authority. Good Manufacturing Practice (GMP), NOC, G.L.P, Non Conviction Certificate, supply chain, cold chain.
  - c) GST registration certificate & GST latest return.
  - d) The local MSME of J&K UT shall have to enclose a certificate that the Unit is existing as on the date from the Competent Authority.
18. The tenderer/authorized representative should point out to the State Malariologist, J&K, Jammu grievance if any, at the time of opening of technical bid, Thereafter the tenderer/authorized representative will have no legal right to confer or to represent on one ground or the other.
19. No representation regarding increase/decrease/altering/withdrawal of rates already quoted in the tender shall be considered after the last date of receipt of tenders and no price escalation claim will be entertained at any stage.
20. No conditional tender shall be accepted. The Committee reserves the right to accept or reject any tender /quotation without assigning any reason thereof.
21. Successful tenderer(s) shall have to make supplies in full within 45 days from the date of placement of supply order but in emergency the delivery period may be reduced up to 15 days and firm will be bound to supply the items within Date of Delivery (DOD) period. Such supply order shall be stamped "Emergency" to distinguish them from routine orders and shall be abided b the standard terms and conditions as laid down in Jammu & Kashmir Financial Rules/Codes and the conditions as per the contract.
22. The approved firms are bound to supply on the rates once approved by the State Malariologist, J&K, Jammu, any hike in tax on later stage will not be paid if not levied by the J&K Govt. However in the event of any revision in the existing taxes of duties or introduction of new statutory duty and tax by the Government, the same will be paid extra on production of satisfactory documentation proof.
23. The items shall be of the best quality and kind, the test report of the supplied batch of the items must be on prescribed Form (Report of analysis) or from the in House Test Laboratory approved by National Accreditation Board for Testing and Calibration of Laboratories (NABL).
24. Further testing can be done by the State Malariologist, J&K, Jammu from the State Govt. Drug & Food testing laboratory for its efficacy and other standards by the Drug Controller Authorities.
25. If in any case It is noticed that any manufacturer, firm, authorized dealer, approved supplier or any other agency is supplying items of similar nature & specification at lower cost that of approved firm, the firm shall have to make the supplies at such lower rates; Excess amount paid for supplies already made shall be recovered in lump sum.
26. If at any stage during the tenure of the tender the successful tenderer reduces the sales price lower than the quoted rates under agreement such reductions of the sale price will be brought to the notice of convener of the Purchase Committee immediately.

- 27 The successful tenderer shall have to abide by the standard terms and conditions as laid down in the J&K Financial Rules/Codes and the conditions as per the Rate contract.
- 28 The rate contract shall remain valid for a period of one year from the date of its issuance and can be extended for a further period of **90 days** or till such time the new rate contract is issued, whichever is earlier.
- 29 The approved firm should ensure immediate supplies, once supply order is placed with them and they are bound to supply material strictly as per the terms & conditions approved by the Committee, if at any stage it is found that material supplied by the firm(s) is not according to the approval of Purchase Committee, that ACTION WARRANTED UNDER RULES/AS DEEMED FIT WILL BE TAKE AGAINST THE FIRM after rejecting the supplies.
- 30 The successful tenderer shall be responsible for execution of the supplies strictly in accordance with the contract in full and shall not in any case assign or sublet any part thereof, suitable penalty up to 10% of the total value of the contract shall be imposed for any deviation from contractual obligation on merit of each case, besides forfeiture of Earnest Money, withholding of other deposits in the department as a whole or even blacklisting of the suppliers/firms/dealers/original manufacturers.
- 31 If in case the tenderer fails to supply the material within the delivery period, the order will be liable to be treated cancelled and earnest money will be forfeited.
- 32 The successful tenderer who fails to supply material according to the specifications of the material as specified in the supply order and as per the sample approved by the Committee, if any, the Earnest Money shall be forfeited and the firm will be debarred for participating in tendering in future.
- 33 The successful tenderer shall have to execute an agreement in the prescribed form with the Purchase Officer concerned.
- 34 The **State Malariologist, J&K, Jammu** shall also be competent to alter/modify the specification of any item/items for Purchasing in the best interest of the Department, during the process of finalization of a contract/placement of supply order.
- 35 All the items supplied shall be of the best quality, specification, trade mark and in accordance with the approved standards, catalogue, samples if provided. In case of any drug/item supplied not being approved, same shall be liable to be rejected or replaced and any expenses as a result of rejection or replacement of supplies shall be entirely at the cost of tenderer.
- 36 The tenderer shall be responsible for packing for the proper packing, so as to avoid damage under normal conditions of transport by rail, road or air and delivery of material in good condition to the consignee at the destination, in the event of any loss damage, breakage, leakage or any shortage, the tenderer shall be liable to make good such loss and shortage found at the checking/inspection/verification of the material. No extra cost on such account shall be admissible.
- 37 In case of any dispute/difference or doubts between the Purchasing Officer and the approved suppliers arises, the orders of the Evaluation Committee shall be final.
- 38 Legal proceeding that may arise at any time shall be limited to the jurisdiction of Hon'ble Courts at Jammu/Srinagar only.
- 39 Conditional tenders will out-rightly be rejected.
- 40 State Malariologist, J&K, Jammu is competent and reserves the right to consider, ignore or reject any tender at any stage without assigning any reason whatsoever.
- 41 The rate approved by State Malariologist, J&K, Jammu in favour of the concerned tenderers for the mentioned items will be applicable only to State Malariologist, J&K, Jammu and shall not form a rate contract in respect of any other Govt. Hospital/Institutions of the state.
- 42 Complete bidding process will be online (Price Bid not to be submitted in physical form).

*Bely Sharma*  
**STATE MALARIOLOGIST,**  
**J&K, JAMMU**  
*HC*

No: SMJ/E-Ten.Not-1/2021

Dated: 20-03-2021.

Copy to the:-

1. Financial Commissioner to Govt. Health & Medical Education Department, Civil Sectt, Jammu for information.
2. Director Health Services, Jammu/Kashmir for information.
3. Joint Director, Information Department, Jammu for publication of Tender Notice in at least two leading National & local papers with largest circulation in order to give the notification a wider publicity.
4. Stock file.

**DTE. NATIONAL VECTOR BORNE DISEASE CONTROL PROGRAMME**

**TECHNICAL SPECIFICATION OF CYPHENOTHRIN 5% EC AS INSECTICIDE/ADULTICIDE FOR FOGGING**

The insecticide shall conform to the specification as per registration committee of Central Insecticide Board and for standards to be published by the Bureau of Indian Standards. Cyphenothrin 5% EC should conform to the standard specified by IS vide No.15979:2012 and amended thereof.

**Registration-** The product and the firm shall have to be registered by the Registration Committee, Central Insecticide Board, Directorate of Plant Protection & Quarantine, Department of Agriculture, Ministry of Agriculture for Public Health use for adult mosquito control of disease vectors.

**Shelf Life / Efficacy-** The expiry date i.e. the date up to which the insecticide shall retain its efficacy & toxicity shall be for a period of two years from the date of its manufacture that means the material shall meet with the requirements given in the specification above for a period of two years. This shall be guaranteed by the firm with a certificate in this regard shall have to be furnished along with the documents. At the time when the stores are offered for inspection, the life of insecticides should not have passed more than 1/6<sup>th</sup> of the effective life of the same counted from the date of manufacture.

**Packaging-** The stores shall have to be packed as per Registration Certificate (in 100 ml, 250 ml, 500ml, 1 lt. & 5 lt.) in tin container suitable lacquered from inside with leak proof and pilfer proof closure system conforming to IS: 9992-1991 and its subsequent amendment thereof, if any.

A leaflet, as approved by the Registration Committee should be affixed to the packaging containing insecticide/adulticide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote, disposal of used containers, storage conditions and manufacturer's name etc.

**Marking-** The following information shall be marked legibly and indelibly on each container in addition to the information required under the Insecticide Act 1968 and rules framed there under:

- a) Name of the Material;
- b) Name of the manufacturer;
- c) Date of manufacture;
- d) Date of expiry;
- e) Batch number;
- f) Net quantity;
- g) Nominal Cyphenothrin contents, percent(m/m);
- h) Minimum cautionary notice as worded in the Insecticide Act, 1968 and rules framed thereunder;
- i) Any other information required under the Standards of Weights and Measures (Packaged Commodities) Rules, 1977.

In addition, the container shall be marked.

**GOVERNMENT OF (Name of the State) SUPPLY  
NVBDCP  
NOT FOR SALE**

**Dose:** The recommended dose for thermal fogging is 0.5 mg a.i/m<sup>2</sup> in Indoor conditions and 3.5 g a.i/ha in outdoor conditions.

The State Programme officers have the right to carry out chemical analysis of insecticide from field samples during implementation under the programme at any stage during shelf life of the product.

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**MALATHION TECHNICAL HAVING NO FOUL OR DISAGREEABLE ODOUR**

**1 Specification: -**

Malathion Technical (S-, 2-di (Ortho-oxycarbonyl) ethyl O, O-dimethyl phosphorodithioate) shall conform to IS: 1832-1978 specifications with upto date amendments with minimum 95% Malathion content % by mass and shall have no foul or disagreeable odour.

**2 Additional/Requirements: -**

**2.1 Insecticides Act:**

In addition, the terms and conditions in the Rules framed in 1971 under the Insecticide Act of 1968 (46 or 1968) Govt. of India, with up to date amendments at the time of finalisation of the contract will also be applicable.

**2.2 Expiry Date:**

An expiry period of one year is required to be furnished for the material from the date of inspection. The material shall continue to meet all the requirements of the above specifications for a period of two years from the date of inspection.

**2.3 Packing and Marking on the packages: -**

**Packing: -**

The material shall be packed according to IS:1890 (Pt.II) 1980 specifications (Packing for liquid pesticides as per specifications No.IS:2552-1970 with upto date amendments for mild steel drums Grade B.I). The drums should be suitable lacquered to avoid decomposition of Malathion during storage. Net weight of the packed material is to be 250 kg.

**Marking on the drums: -**

The drums should be marked legibly and indelibly with print/stencilling with all the requirements given under clause 3.2 of IS:1832/1978 in addition to the provisions under the Insecticides Act such as date of manufacture, date of inspection, expiry date etc. The expiry date shall be prominently and clearly stencilled/printed.