

Government of Jharkhand

DEPARTMENT of AGRICULTURE, ANIMAL HUSBANDRY & CO-OPERATIVE

(ANIMAL HUSBANDRY DIVISION)

Jharkhand, Ranchi.

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SET OF TENDER DOCUMENTS FOR

E-PROCUREMENT OF VETERINARY MEDICINES and OTHERS

E-Tender Notice for Rate Contract to execute supply of

Veterinary Medicines and others

Tender Documents Contains :-

- A) Notice inviting e-tender.
- B) Terms & conditions for submission of tender.
- C) Annexure - I to XI.

LAST DATE FOR ON-LINE SUBMISSION OF e-TENDER:

Sd/-

**Director of Animal Husbandry,
Jharkhand, Ranchi**

Government of Jharkhand

DEPARTMENT of AGRICULTURE, ANIMAL HUSBANDRY & CO-OPERATIVE

(ANIMAL HUSBANDRY DIVISION)

Jharkhand, Ranchi.

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Part- A

**NOTICE INVITING e-TENDER FOR SUPPLY OF
VETERINARY MEDICINES, and OTHERS**

**Submission of bid only through NIC e-tender portal
<https://www.jharkhandtenders.gov.in>**

Documents is also available at [https:// www.jharkhand.gov.in](https://www.jharkhand.gov.in)

e-Tender No. 01/2018-19

Online e-tenders are invited from sole manufacturers / loan licensee having minimum 3 years' experience in manufacturing and marketing for supply of veterinary medicines and others as per Annexure - IX of tender document for Veterinary Dispensaries, Veterinary Hospitals, Pet-Clinics, Mobile Polyclinics, Referral Veterinary Hospitals, Animal/Poultry Farms and others institutions situated at different Districts of Jharkhand **under Two Bid System (Technical- 1 & Financial- 2)**

1. After publication of the N.I.T. the intended bidders may download tender documents along with terms & conditions

from the Website. <https://www.jharkhandtenders.gov.in> and <https://www.jharkhand.gov.in>

2. Tender has been floated in two parts - one Technical Bid for technical proposal & another Financial Bid for quoting rate as per annexure - XI (financial bid) of tender documents.
3. Submission of online tender may be made by the bidder only with the help of Digital Signature Certificate (DSC).
4. On schedule date of bid opening - Part I i.e. technical bid will be opened first and after evaluation of technical proposal, those who will qualify technically, subsequently their financial bid will be opened (after getting approval from state level technical committee) only for further evaluation of financial proposal.
5. Disclosure of rate other than financial bid will disqualify the bidder.
6. Estimated Contract Value- 7.23 Cr. or less if any due payment of previous year's rate contract in vogue.
7. Validity Period – One Year from the date of agreement.
8. Online bids in two parts i.e. Technical Bid (Part-I) & Financial Bid (Part-II) will be submitted up to 5 p.m. of 30th November 2018 for the aforementioned N.I.T.
9. Technical Bid Opening Date is fixed on 03.12.2018.
10. **Login by bidder** : A bidder desirous to take part in tender shall login to the e-procurement portal of the Government of Jharkhand <https://www.jharkhandtenders.gov.in> by using his login ID and password.
11. Each tenderer, will have to deposit **Tender fee in form of DD of Rs 10,000/- (Ten Thousand)** and **Earnest Money Rs.2,00,000/- (Rupees Two Lakhs) in form of Bank Gaurantee**, of any nationalized Bank in favour of Director Animal Husbandry, Jharkhand payable at Ranchi. **Tenderer** will upload the scan copy of above D.D./Bank Guarantee on e-tender portal. **Tender fee and E.M.D. in any other manner will not be accepted.**

To encourage Micro and Small enterprises of State and in compliance of Jharkhand Industrial Policy 2012, such industry can get relaxation on Tender fee and EMD, but necessary documents pertaining to this must be attach to claim their waive off of fees.

12. The above schedule is fixed, however, the undersigned reserves the right to change the date of activities in case of any exigencies through a notice in the government website viz & Notice Board at official address Director, Animal Husbandry, Pashupalan Bhawan, Hesang, Hatia Ranchi Pin-834003.

The entire tender including N.I.T, terms & conditions and annexure are part of the tender documents. The Bidder will abide by all the tender terms & conditions. The undersigned reserves the right to reject and/or cancel all tenders at any stage without assigning any reason thereof.

Important Events

1	Floating of Tender	30.10.2018
2	Download of tender document will start from	31.10.2018
3	Pre bid meeting	05.11.2018
4	Online submission of bid will start from	08.11.2018
5	Last date for receiving EMD, & Tender fee (original D.D & EMD as BG in Animal Husbandry directorate by hand)	30.11.2018
6	Last date of online bid submission	30.11.2018
7	Date of Opening of Technical bid-	03.12.2018
8	Date of Opening of Financial bid-	Decleared later on

Sd/-
Director
Animal Husbandry,
Jharkhand Ranchi

Government of Jharkhand

DEPARTMENT of AGRICULTURE, ANIMAL HUSBANDRY & CO-OPERATIVE

(ANIMAL HUSBANDRY DIVISION)

Jharkhand, Ranchi.

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PART - B

TERMS & CONDITIONS FOR SUBMISSION OF ON-LINE TENDER

1. ACTIVITIES

- 1.1 Floating of tender and pre bid meeting will be conducted to encourage maximum bidders to participate in bidding process as per the schedule mentioned. On-line bid submission will start on **08th November 2018** on the e-tender portal viz. <https://www.jharkhandtenders.gov.in>.
- 1.2 Original non refundable D.D. for Tender fee and B.G.(Bank Guarantee) of any nationalized Bank for EMD (earnest money deposit) along with Samples (Annexure IX B) for which bidder is participating should be submitted on or before 30.11.2018 up to 05:00 **pm only at AH Directorate Office by hand only.**
- 1.3 Online bids in two parts i.e. Technical Bid (Part-I) & Financial Bid (Part-II) will be submitted up to **05:00 pm on 30th November 2018** for the afore mentioned N.I.T.
- 1.4 The date for opening of Technical Bid is fixed **on 03.12.2018.** Bidder or their authorized representative may present on above date during opening of technical bid.
- 1.5 The above schedule regarding date and time is tentatively fixed; however, undersigned reserves the right to change the

date and time of activities in case of any exigencies through a notice on the e tender portal viz. <https://www.jharkhandtenders.gov.in> & official Notice Board of Animal Husbandry Directorate, at ranchi.

2. INSTRUCTION TO BIDDERS

- 2.1. Intending bidders may download the tender documents from the website <https://www.jharkhandtenders.gov.in> (and <https://www.jharkhand.gov.in>) and upload the requisite document as instructed with the help of Digital Signature Certificate (DSC) in serial order.
- 2.2. Intending bidder may obtain Digital Signature Certificate from the approved service provider like n-code solution, e-mudra, sify etc.

3. ELIGIBILITY

- 3.1. All **sole manufacturers/loan licensee** manufacturing the products at least from last three years of veterinary medicines etc. having relevant license are eligible to participate in the tender.
- 3.2. Manufacturer means a person or firm having its own unit that performs all the manufacturing & processing operations needed to produce drugs & medicines desired in the tender in the appropriate dosage, forms/specifications, including processing, blending, formulating, filling, packing, labeling & quality testing with a valid license/Loan Licenses issued under Drugs & Cosmetics Act, 1940 and Rules there under. Bidder claiming relaxation for MSME/Small Scale Industry will have to upload SSI (small-scale industry) or relevant

registration certificate for feed supplements manufacturing along with printed label of the quoted product to confirm the manufacturing of such product and their marketing.

- 3.3. Distributors, Agents, Suppliers, Stockiest & any other category are **not** eligible to participate in the tender. Any bidder with repacking license will also **not** be considered as manufacturer/Bidder.
- 3.4. Original Drugs/feed supplements Manufacturer including small scale industries units should have valid GMP Certificate as per Revised Schedule-M & Revised Schedule-T.
- 3.5. Original Drugs/feed supplement Manufacturer/bidder shall have minimum average annual turnover of Rs. 25 Crore (Rupees Twenty Five Crore) during, 2015-16, 2016-17 and 2017-18
- 3.6 Apart from above necessary eligibility criteria other important features of bidder are having valid License/Loan Licenses from competent authority, PAN, GST and Sale Tax Clearance Certificate. Quality assurance certificate in form of in house R&D only from DSIR (Department of Scientific and Industrial Research under Ministry of Science & Technology, Govt. of India will be accepted. GMP (Good Manufacturing Practices)/WHO-GMP, from competent authority will be accepted.

4. SUBMISSION OF ON-LINE TENDER

- 4.1. Bidder have to submit their bid ON-LINE only in two parts i.e. Technical Bid (Part-I) complying with terms and conditions as mentioned in tender document & Financial Bid (Part-II) only in Excel sheet i.e BOQ format on e-tender portal <https://www.jharkhandtenders.gov.in> by using DSC(Digital signature certificate).

- 4.2. All the required documents should be uploaded separately by bidder for consideration of their eligibility and other criteria to be evaluated in technical evaluation by committee.
- 4.3. Eligibility of opening the Financial Bid (Part-II) for finalization of firms & their rates will depend on the outcome of the MIS (Management information system) generated by the system and approval from state level technical committee on the basis of submitted technical bids (Part-I).
- 4.4. Financial bid of those bidders who qualify in technical bid will be opened only for finalization of firm/s & rate for particular medicine. The Financial Bid shall consist of only the details of rate offered.
- 4.5. The intending bidders must note that all the columns of financial bid as well as in technical bid in form of different annexure are to be filled meticulously with precision along with the technical documentary evidence wherever necessary.

5. APPLICATION FORMAT & CHECK-LIST

- 5.1. Bidder will have to upload the prescribed application format (ANNEXURE-I) duly filled in, signed & affix with the seal of firm by indicating full communicating address with PIN, Telephone, Fax, E-mail address, Website details etc.
- 5.2. Prescribed Check-list (ANNEXURE-II) should be properly filled sincerely with relevant page number of related documents as attached in bid. For non-applicability for any or some documents, please mention clearly 'NA' in the check-list but in no case it should remain empty. If uploaded document are not found on

corresponding page number as mentioned in check list will lead towards rejection of the bid.

6. DOCUMENTS TO BE UPLOADED IN TECHNICAL BID

- 6.1. All the required documents are to be arranged in serial order as per clause no.6.6 and uploaded in e-tender portal <https://www.jharkhandtenders.gov.in>
- 6.2. All the uploaded documents (except certificates and experience) shall be in English language only. Failure to submit in english language, documents shall make the bid invalid.
- 6.3. All original documents are to be produce at the time of scrutiny, when asked for.
- 6.4. In the event of failure to upload any required document, the bidder will disqualify. Bid Documents in hard copy should not be send or submitted and in no case will be accepted physically, except the original Demand Draft for tender fee and EMD in form of Bank Guarantee along with samples in sample submission format as per Annexure IX B.
- 6.5. Disclosure of rate/discounts/special offers in the technical bid will be treated as disqualification & such offers will be rejected.
- 6.6. **Intending bidders should upload the following documents in good quality PDF format readable through Adobe Acrobat reader of latest version.**

Sl.	Name of the documents to be uploaded		
1	Check List duly signed (ANNEXURE-II).		
2	Application form duly signed (ANNEXURE-I).		
3	Each bidder, will have to upload the scan copy of original DD of Rs 10,000/- (Rupees Ten thousand) for tender fee and Bank Guarantee for Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakhs) of any nationalized Bank in favour of Director Animal Husbandry, Jharkhand payable at Ranchi.		
4	Original documents of Latest (renewed & up-to-date) Manufacturing License/Loan license for the products (Drugs & Medicines) duly approved by the Drug Control Administration for the products quoted in the tender showing product permission & abstract of the items quoted by the bidder (as per Annexure - X) and for feed supplement SSI certificate along with original printed label of the product used to marketing of the product.		
5	<p>Information pertaining to bidder and products quoted for bidding as in Annexure- III</p> <table border="1" data-bbox="359 1115 1505 1256"> <tr> <td data-bbox="359 1115 1505 1182">Copy of FFS & BFS Technology Certification, wherever applicable</td> </tr> <tr> <td data-bbox="359 1182 1505 1256">Copy of product analysis and clinical report of each quoted product</td> </tr> </table>	Copy of FFS & BFS Technology Certification, wherever applicable	Copy of product analysis and clinical report of each quoted product
Copy of FFS & BFS Technology Certification, wherever applicable			
Copy of product analysis and clinical report of each quoted product			
6	<p>Scanned Original Certificate of in-house R&D facility duly approved by competent Government Authority/Directorate of Scientific Industrial Research (DSIR)</p> <p>Good Manufacturing Practice (GMP/WHO-GMP) from the concerned State Drug Control Authority conforming the revised <i>Schedule 'M' or 'T'</i>. Non conviction certificate and GMP of original manufacturer (or quoted product manufacturer under loan license) should be uploaded.</p>		
7	Original document of Drug License .		
8	<p>Original document of GST Registration Certificate of concerned state.</p> <p>Original certificate of sale tax clearance up to 17-18 of the concerned state.</p>		
9	Original document of PAN card.		

	Original IT return for three years i.e. 2015-16 2016-17 & 2017-18 to be uploaded.
10	Declaration by authorized signatory of the firm having 3 (Three) years manufacturing and marketing experience in the form of Affidavit from Notary Public.
11	Original certificate issued by Registered Chartered Accountant stating Average Annual Turnover (2015-16 2016-17 & 2017-18) only. As per ANNEXURE-IV.
12	Documentary evidence in support of 50% of total turnover of production of each quoted product are being sold in open market
13	List of items (as from Annexure- X) for which bidder is quoting the price mentioning with manufacturing license no. and serial no. of product stating total produced, sold and trade invoice of any two quarter (limited to five only per year) for last 3 years as per ANNEXURE-V.
14	Original Product market standing certificate drug wise (Latest) issued by Drug Control authority/local drug authority of the concerned State as per (ANNEXURE-VI) and wherever Drug control authority doesn't apply then notarized affidavit must be given on non judicial stamp paper of Rs 100.
15	Copy of ANNEXURE-VII.
16	Declaration of the bidder for neither blacklisted as in (ANNEXURE-VIII) in the form of affidavit from Notary Public.
17	Declaration of Product Literature of all tendered items Submission duly signed (ANNEXURE-IX A)

7. FINANCIAL BID

- 7 The offered rates in **Annexure XI** i.e. BOQ for various items should be quoted as per detailed in Annexure-X of tender document to be uploaded separately.

8. EARNEST MONEY DEPOSIT

- 8.1 Each tenderer, will have to submit non-interest bearing Earnest Money (refundable) in form of Bank Guarantee of any nationalized Bank amounting **Rs.2,00,000/- (Rupees Two Lakhs)** in favour of Director, Animal Husbandry, Jharkhand payable at Ranchi to the office of Director, Animal Husbandry, Jharkhand, in original by hand on or before last date of submission i.e. 30.11.2018.
- 8.2 Earnest Money will be released after finalization of tender in the following cases:-
- a. Tender documents which are not valid not qualified.
 - b. Expiry of validity of rate contract subject to successful supply.

9. IT RETURN & ANNUAL TURNOVER REQUIREMENT

- 9.1. ORIGINAL IT Return for three years i.e. 2015-16, 2016-17 & 2017-18 are to be uploaded.
- 9.2. Average annual Turnover 2015-16, 2016-17 & 2017-18 of Jharkhand should be 25 Crore (Rupees twenty five Crore) only.
- 9.3. Average annual Turnover Certificate (**ANNEXURE-IV**) issued by Registered Chartered Accountant should be uploaded in the e-tender portal.

10. MANUFACTURING LICENSE

- 10.1. Scanned copy of original documents of latest manufacturing license/loan license with renewal and updated product list issued by Drug control authority will be uploaded and in

case of feed supplements, SSI registration certificate for manufacturing of feed supplements will be uploaded.

- 10.2. In the event of Manufacturing License applied for renewal, it is desired to upload the validity certificate from the Licensing authority in respect of their License that it continues to be valid during the period of tender process. License issued for Test and Analysis shall not be considered.
- 10.3. List of products/items and corresponding License number(s) with date quoted by the bidder shall be highlighted.
- 10.4. The tenders uploaded without proper license, authenticated list of items covered by license shall be liable for rejection. Tendering firm should not quote any item for which they have no endorsement in their manufacturing license.

11. G.M.P./WHO-G.M.P. CERTIFICATE

- 11.1. The bidder has to upload ORIGINAL valid and latest Good Manufacturing Practice Certificate from the concerned State Drug Control Authority conforming revised Schedule 'M' for Allopathic Veterinary Drugs & Medicines and revised Schedule 'T' for Ayurvedic Veterinary Drugs and wherever applicable WHO-GMP certificate with clearly showing the date of validity of the certificate. Bidder have to upload the GMP of firms who are Manufacturing the quoted products under loan licenses.

12. PRODUCT MARKET STANDING CERTIFICATE/PERFORMANCE CERTIFICATE

- 12.1 Product analysis report from of laboratory and clinical/field trial report must be given to adjudged the quality of their medicine. Without accompanying such report will summarily be rejected and not judged further for technical evaluation.

12.2 Each bidder will have to upload Drug wise Product market standing certificate (Last three years) as per **(ANNEXURE-VI)** issued by Drug Control Authority. For infusions and other category where such authority doesn't issue such certificate then notarized affidavit in this regard must be submitted. Market standing Certificate for imported items is not required. Trade invoice of any two quarter (limited to five only per year) for last 3 years must be clear and legible to read and considered as essential document for technical evaluation. Bid without such invoice will lead towards rejection of proposal.

13. GST REGISTRATION CERTIFICATE

13 Each bidder will have to upload ORIGINAL GST (Goods Registration Certificate) Registration Certificate of concern state obtained from competent authority. If the bidder is exempted from GST, they should upload exemption Certificate obtained from competent authority. Bidder should upload GST/sale tax clearance certificate till financial Year 2017-18 of concerned State.

14. PAN CARD

14 PAN card issued by competent authority in original should be scanned and uploaded.

15. DECLARATION OF SAMPLE AND LITERATURE SUBMISSION

15.1 Each bidder will have to upload declaration document about product literature for the quoted items as per Annexure IX A, and samples as per ANNEXURE-IX B to the office of Director Animal Husbandry Jharkhand on Scheduled date as informed through uploaded technical bid evaluation report.

- 15.2 The samples shall be in original form in which supply will be made. Loose samples, samples with type and/or hand written labels will not be accepted.
- 15.3. Exemption from deposition of sample will only be entertained for certain specified and sensitive products as the undersigned may deem fit and proper. Sample of qualified bidder will be kept at AH Directorate office for one year or till expiry of rate contract period and samples of non qualified bidder may be disposed off as the undersigned feel to do so.
- 15.4 The container, capping and labelling etc. of the samples submitted must be conformity with the guidelines/provisions laid down in the relevant clauses/conditions of the drugs & cosmetic act, 1940 and drugs & cosmetic rules, there under failing which such samples along with the tender itself is liable for rejection.
- 15.5 The labels of samples besides complying with statutory regulations of the Drugs & Cosmetics Acts, 1940 and the rules made there under should bear the following information:

Outside of Packet

- a) Name & Address of the bidder;
- b) Item no. as per annexure X;
- c) Specification of the item as per annexure;

On each sample

- d) Formula/composition of the item;
- e) Batch number;
- f) Date of manufacture;
- g) Date of expiry;
- h) Manufacturing License number;

- i) Quantity/Pack Size;
 - j) Name of the manufacturer;
 - k) Dosage and route of administration.
- 15.6 Purchase Committee shall cross-verify the provided document, sample and literature before opening of the financial bid.
- 15.7 Quoted item for which rate will be approved their sample will be kept with this Directorate office and will remain there till it's expiry. Supply should be executed according to the approved sample/literature.
- 15.8 Sample analysis in form of laboratory and Clinical findings report is to be uploaded in the e-tender portal.

16. FFS & BFS TECHNOLOGY CERTIFICATION

16. Intravenous infusion (IV Fluids) should be manufactured under Form-Fill-Seal (FFS)/ Blow-Fill-Seal (BFS Technology) in good quality polythene containers unless otherwise specified. Form Fill & Seal Technology Certification issued by the competent authority exercising powers under Drugs & Cosmetics Act, 1940 & Drugs & Cosmetics Rules, there under should be uploaded wherever necessary, otherwise it will not be considered.

17. SELF-DECLARATION

- 17.1. Each bidder will have to upload Self-declaration having minimum 3 (Three) years manufacturing & marketing experience in the form of Affidavit from Notary Public.
- 17.2. Each bidder will have to upload self-declaration on 'ITEMWISE STATEMENT OF Lowest rate in comparison to MRP, as per **ANNEXURE-VII And in perspective of 21.4.**

- 17.3. Each bidder will have to upload self-declaration for quoted items which are 'NEITHER BLACKLISTED NOR SUSPENDED' as per **ANNEXURE-VIII**.

18. LIST OF PRODUCT QUOTED

18. List of items along with products production and sales statement giving summary on trade invoice as per **(ANNEXURE - V)** must be furnished.

19. NON-CONVICTION CERTIFICATE (IN ORIGINAL)

19. Each bidder will have to upload original non-conviction certificate (For own products or products under loan license) issued by concerned Drug Control Administration to this effect that the manufacturer is not indulging in any unethical manufacturing practice and that his license is not suspended anytime & he was not prosecuted anytime **DURING LAST THREE FINANCIAL YEARS**. This non-conviction certificate should be of latest. For those items for which non conviction certificate is not allowed by competent authority as mentioned then bidder must submit an affidavit (duly notarized on non judicial stamp paper of Rs. 100) to this effect.

20. PERIOD OF RATE CONTRACT

- 20.1. Rate quoted shall hold well up to **One Year from date of agreement** and/or any extended period, if situation arises.
- 20.2. Successful bidder will have to supply the items at FOR destination on approved rates within the validity period and refusal to supply will be dealt with as per tender rules.

21. RATE

- 21.1. Rate should be quoted as per annexure XI for (F.O.R. destination) for all districts of Jharkhand state. **L-1 will be determined on total landed price.**
- 21.2. The rate(s) will be quoted in the Periscribed format i.e. BOQ. **Annexure XI (Excel sheet)** in INR (Indian Rupees), only. The authority does not guarantee purchase of all the items mentioned in the **Annexure - X** since it depends upon the actual requirement evaluated by the field units. Hence, rate should be quoted accordingly.
- 21.3 The rate(s) quoted by the bidder shall not exceed the controlled rate(s) if the Govt. controlled rate(s) are in force on the date of uploading of tender. In the absence of controlled price, the bidder shall quote reasonable price applicable to bulk purchases.
- 21.4 The rate offered in the tender shall under no circumstances exceed the MRP as well as the lowest price at which the firm sells the product of identical description to any other dept. or organisation or person anywhere or in open market in the State.

22. AGREEMENT

- 22.1. The successful bidder will have to enter into a contractual agreement with the Animal Husbandry Directorate, Jharkhand within 15 (Fifteen) Working days after Award of Contract in Non-judicial Stamp paper worth Rs 100/- (Rupees One Hundred only)
- 22.2 In the event of failure to execute agreement within the stipulated period by the successful bidder such bidder's earnest money deposit will be forfeited in full. Such

defaulters will forgo the right to participate in future tenders of this Directorate for period of minimum three years.

22.3 Award of Contract: On getting contractual agreement, the undersigned will circulate the approved price list to the all decentralized units of this Directorate across the State of Jharkhand.

22.4 In case of failure to execute the agreement by L1 bidder an opportunity will be given to L2 bidder for agreement within next 15 working days, to supply the said product on L1 rate.

23. SECURITY MONEY DEPOSIT

23.1 The successful bidder will have to deposit refundable non-interest bearing security money in form of D.D. of any nationalized Bank @ 5% of supply value in favour of Order generating authority payable at concerned place at the time of receipt of supply order.

23.2. The security money deposit shall be liable to forfeited by order generating authority for non/short supply of ordered item in stipulated timeframe within 45 days (forty five days) from receipt of order.

23.3. Partial deposit and/or previous deposit of security money for any supply order will not be entertained and new security deposit should be submitted for each supply order.

23.4. Security money deposit will be refunded after satisfactory completion of supply and a certificate pertaining to this will be issued in this regard to the supplier. No proportionate refund of security money will be allowed if the supplied quantity falls below the ordered quantity.

24. PAYMENT

- 24.1. Bill against all supplies will be sent in TRIPLICATE to the order generating authority who will make the payment after satisfactory completion of supply order (FOR Destination).
- 24.2. No advance payment shall be made under any circumstances.
- 24.3. Payment shall be made after executing the order satisfactory in all respects. However, no interest shall be paid to the Supplier (successful bidder) in the event of delay in making payment due to whatsoever reasons rather liable action will be initiated for delayed supply. In no circumstances, delivery schedule should be affected and/or linked with the payment of outstanding bills. The payment of bills shall be withheld in case of violation of any tender clause.
- 24.4. The rates quoted shall be basic rate and GST separately in prescribed format i.e. (BOQ).
- 24.5. Payment shall be made only after deduction of applicable TDS.

25. SUPPLY & DELIVERY

- 25.1. Fresh stock, as per approved sample shall have to supply strictly as per given schedule printed in the order. The schedule may be revised (increased/decreased/temporarily postponed) by the receiving authority, depending upon requirement.
- 25.2. The quantity normally depends upon the actual requirement of the indenting officer. The successful firm shall supply any quantity at the accepted rate within the scheduled period.

- 25.3. The ordered item must be packed suitably to avoid transit loss and weathering to maintain quality. The supply must conform to the given specification in the tender. Any loss, damage or breakage or leakage or shortage observed on receipt of supplies and reported by the concerned official, it will be the responsibility of the supplier who shall be required to replenish the loss positively within 15 (fifteen) days from the date of intimation sent by the order generating authority. No extra cost shall be admissible for the same. Failure to replenish the above losses shall be liable for deduction of the corresponding amount from bills which shall be final and binding. Sterile items are to be transported in such packaging so that no damage to the primary packaging during transport process and sterility should be maintained properly.
- 25.4. Supply will be normally accepted on all working days. Successful bidder must provide the requisite number of labour to store/ install the materials in the respective stores/ places as will be indicated from time to time without any additional charges. No supply will be accepted on Sundays & Govt. holidays unless otherwise desired by the receiving authority.
- 25.5. IT IS OBLIGATORY FOR THE BIDDER TO NOTE THAT FAILURE TO MAINTAIN DELIVERY SCHEDULE FOR SUPPLY OF ORDERED ITEM WILL BE CONSIDERED AS VIOLATION OF TERMS AND CONDITIONS OF TENDER AND LIABLE TO PENALTY AS PER THE TENDER CONDITION.
- 25.6. Replacement of supply against any rejected consignment must be made positively within given time frame or up to maximum seven days from the date of intimation, failing which action will be taken as per tender condition.

- 25.7. All supplies of items (Veterinary Medicines and others) must bear the Inscription in capital and in bold letters "Ag. A.H. & CO-OP. DEPARTMENT (A.H.D.) DRUGS - NOT FOR SALE" distinctly stamped or embossed on the original label on individual packets as well as units of ampoules/vials as the case may be.
- 25.8. All supplies of Veterinary Medicines and others should invariably display the following particulars on its label and/or cartoon in a distinct manner:
- a. Pharmacopoeia Name (excepting Herbal Drugs).
 - b. Trade Name of the Product with main constituent in BOLD.
 - c. Manufacturing Date.
 - d. Batch Number.
 - e. Date of Expiry.
 - f. Name & address of manufacturer along with manufacturing license number.
 - g. Exact composition of all proprietary drugs. In case of Drugs formulation the active ingredients & their quantities thereon must be mentioned. Specification of standard of all drugs should be mentioned against each item I.P., B.P., U.S.P., B. Vet-C, B.P.C., N.F., N.R.I., U.S.N.F. as the case maybe.
 - h. All supplies of Drugs/feed supplements/vitamins and other should accompany batch-wise LABORATORY TEST REPORT.

- i. **QUALITY CONTROL:** The undersigned or any authorized officer will free to exercise the option of sending any number of samples, at any point of time during the contractual period, collected randomly or on any complaint, to one or more than one approved laboratories accredited by the Drug Controller. The handling and testing cost, charged by the testing laboratory shall have to be borne by the supplier (successful bidder). The undersigned or any authorized officer shall have the liberty to deduct such costs from the payment to be made against the supplies. The decision of the undersigned in this regard ascertaining the quality of the stores shall be final & binding upon the approved supplier (successful bidder).
- j. For articles having Expiry Date, must have a shelf-life at least 15 (fifteen) months except for Vitamin Preparations: 12 (twelve) months shelf-life at the time of supply.
- k. Orders for the supply of estimated quantities of Drugs & Medicines/feed supplements may be placed by the decentralized units under the Directorate of Animal Husbandry, Jharkhand.

26. PENAL ACTION

26.1. The Earnest Money deposited (in form of B.G) by bidder will be liable to be forfeited in full (including excess amount of Earnest Money, if deposited), if the firm withdraws tender as a whole or for any particular item at any stage during the tenure of tender (from date of agreement to next 365 days) or fails/refuses to enter into written agreement once the rate for any/all item/s is/are accepted within the time specified when requested to do so by this Directorate and/or refuses to deposit Security Money reported. Such firms offer will not

be taken into consideration in future & shall liable to be black listed for next 3 (three) years from date of reporting.

- 26.2. The deposited security money furnished by the supplier (successful bidder) is liable to be forfeited in full by order generating authority (including excess amount of Security money, if deposited) and ordered amount will be cancelled without prejudice *in the event of failure/refusal to maintain the delivery schedule or on the recommendation of such by order generating authority*. Animal Husbandry Directorate will be at liberty to terminate the contract as a whole or part.
- 26.3. The quoted rate shall not exceed the price, at which the bidder sells the products of identical description to any other Govt. Directorate, Organization etc., If such incident of quoting higher rate comes to the notice, the authority reserves the right to initiate legal/penal action against such firms.
- 26.4. In case, the delivery programme is not followed & the competent authority is compelled to procure the ordered items from the open market at a higher rate than the accepted price in tender, in that case the excess cost incurred on the account will have to be borne by the firm which will deducted from their outstanding bill apart from forfeiture of Security Money in full. Besides, failure to maintain the delivery schedule/stoppage of supply may lead to termination of contract along with forfeiture of security money deposit along with EMD in full and such firms shall liable to be Black Listed for next 3 (three) years from date of reporting.
- 26.5. The Tendering Authority reserves the right to test Drugs undersubject in any government/government

approved/NABL accredited laboratory having facilities for such at the cost of tenderer (bidding firm) and the Test Report will be binding for taking positive action/cancellation of whole batch of supply order. The tendering authority reserves the right not to disclose the identity of the Test House.

- 26.6. Non-compliance to any Terms & Conditions laid herein shall constitute a breach of contract & penalty for non-compliance shall be enforced very rigidly.

27. GENERAL

- 27.1. Tender of bidder will not be accepted without EMD, and Tender Fee within stipulated period.
- 27.2. Conditional Tenders and Tenders not accompanied with the documents as mentioned shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.
- 27.3. **SUBMISSION OF HARD COPY OF FINANCIAL BID (BOQ) IS TOTALLY PROHIBITED & ONLY BE UPLOADED THROUGH E-TENDER PORTAL. DISCLOSURE OF RATE IN THE TECHNICAL BID WILL LEAD TO REJECTION OF BID.**
- 27.4. The uploaded document in the tender without containing necessary enclosures and incomplete or tampered documents or overwriting/cutting at more than five places in bid document shall be rejected at the time of evaluation without any further notice to the bidder.

- 27.5 No negotiation/enquiry/subsequent representation regarding rate /quantity/ quality or otherwise will be entertained after scheduled closing time. No import license, any sort of permit etc. in respect of any item will be provided from this Directorate and the tendering firm should have rely on their own resources.
- 27.6 The department or its representatives shall have the right to inspect the tendering firm including all its manufacturing and packing facilities to assess the capacity eligibility and quality standard etc of the firm at any point of time. All reasonable facilities and assistance including access to relevant records and production data shall be furnished to inspecting officers at no any charge.
- 27.7 The undersigned reserves the right to reject any or the entire tender at any stage without assigning any reason thereof.
- 27.8 The Director of Animal Husbandry, Jharkhand, reserves the rights to reject the tender of Black Listed Companies.

28. MISCELLANEOUS

- 28.1. Any legal matter related to this tender shall be under jurisdiction of Hon'ble Jharkhand High Court, Ranchi.
- 28.2. When a Tendering Firm submitted their tender in response to this Notification, they will be deemed to have understood fully verse with the contents, the requirement, term & conditions of this tender.
- 28.3. Firm quoting rates on behalf of its Principal firm should indicate in tender paper that it is a DIVISION of the principal firm.
- 28.4. All notice intended to be served to the bidder will be deemed to have been duly served, if sent under certificate of posting

or Registered post to the address mentioned in the tender or by any other process permissible under civil law.

28.5. ALL INSTRUCTIONS GIVEN EITHER IN THE ANNEXURE - IX (NAME OF ITEMS), TENDER NOTICE, TENDER AND/ ORDER FORM ARE BINDING ON THE BIDDER AND ARE PART OF TERMS AND CONDITIONS.

28.6. In the event of delay/non-availability/garbled printout/inconvenience in getting access to the Website for downloading tender documents, the authority will not be held responsible. Every document uploaded by the bidder should be clear, legible otherwise it will not be considered for acceptance.

Sd/-

Director Animal Husbandry,

Govt. of Jharkhand, Ranchi

To Be UPLOADED

ANNEXURE-I

Application Format

(To be furnished in the Company's Official Letter Head Pad with full Address with Telephone no. FAX No., e-mail Address, Website etc).

e-Tender Ref. No.Dated-

To,

Director
Animal Husbandry,
Department of Agriculture Animal Husbandry and Co-operative
Government of Jharkhand,
Jharkhand, Ranchi.

Sub: NIT for Supply of Veterinary Medicines and others for Directorate of Animal Husbandry, Jharkhand.

Sir,

With reference to your online N.I.T..... dated, I/We.....the Proprietor/Authorised Nominee/s (of the Firm) are hereby furnishing my/our rates for the item tendered for, as per your specification, terms & conditions to the Animal Husbandry Department, Govt. of Jharkhand for supply of Veterinary Medicines and others.

I/We hereby agree to abide by & fulfill all the terms & conditions laid down in the online N.I.T. and the particulars available in the Tender Notice & the details given in the specification/ Description.

I/We also agree that the decision of the Director of Animal Husbandry, Jharkhand in all matters in respect of this online tender will be final & binding on me.

I/We also agree to execute on being called upon to enter into a formal agreement embodying the terms & conditions contained herein &/or on usual terms & conditions & on default on my/our doing so, the Earnest Money deposited by me/us will liable to be forfeited as per the tender document.

I am/We are well acquainted with the facts about the firm and the information provided in the tender is true & correct.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

ANNEXURE-II CHECK-LIST

Sl.	Name of the documents	Yes/No	Pg No.
1.	Application form duly signed whether uploaded (ANNEXURE-I).		
2	Scanned original document of Latest (renewed & up-to-date) Manufacturing License for the products (Drugs & Medicines) with Product permission (See annexure 10)		
3	Declaration having 3 (Three) years manufacturing & marketing experience in the form of Affidavit from Notary.		
4	Scanned original Certificate of Good Manufacturing Practise (GMP) from the concerned State Drug Control Authority conforming the revised <i>Schedule M/ Schedule T</i> whether uploaded or wherever applicable notarized affidavit.		
5	Scanned original document of Drug License whether uploaded.		
6	Scanned Original Certificate of in-house R&D facility duly approved by competent Government Authority / Directorate of Scientific Industrial Research (DSIR). Relevant GMP		
7	Scanned original document of PAN whether uploaded.		
8	ORIGINAL IT Return for three years i.e. 2015-16,16-17,17-18		
9	Scanned original document of GST/Sales Tax Registration Certificate and sale tax clearance certificate up to 17-18 whether uploaded		
10	Documentary evidence of GST, trade invoice from retailers uploaded		
11	Original Certificate issued by Registered Chartered Accountant stating Average Annual Turnover (2015-16,16-17,17-18) ANNEXURE-III)		
12	Product Analysis Report whether uploaded		
13	Product Clinical/field trial Report whether uploaded		
14	FFS & BFS Technology Certification, wherever applicable.		
15	List of items quoted in MS-Excel or Word sheet (with Annexure - X item No. mentioning whether manufacturing/importing, Lice. No. & Pg. No. of the endorsement Copies) (ANNEXURE-V)		
16	ORIGINAL Drug wise Product market standing certificate issued by State Drug Control Authority (ANNEXURE-VI).		
17	Annexure VII pertaining to lowest rate in state corresponding to other organization in the state		
18	Self-declaration of the bidder/products for neither blacklisted nor suspended/neither substandard nor spurious for quoted items in the form of affidavit from Notary.		
19	Original Non-conviction Certificate issued by Drug Controller of the concerned State in ORIGINAL whether uploaded.		
20	Literature Submission declaration duly signed (ANNEXURE-IXA) whether uploaded.		
21	N.I.T. to be uploaded as a token of acceptance whether uploaded		
22	Name & Specimen Signature of officer of the company who is authorized to make correspondence (NAME) -		

N.B. The above details have been checked by me /us and found correct.

Place

Date

Signature of bidder with Official Seal

ANNEXURE-III**Summary Sheet- 1**

Sl	Parameter	Details Brief summary whenever required	Verified by bidder/authorized representative as per serial no.-6	Remarks
1	Name			
2	Address (Reg. official premises and others)			
3	Phone no.			
4	E-,mail Id			
5	Web-site			
6	Authorized Representative details Name Mobile number			
7	MSME Registration Number of Jharkhand			
8	Letter for requesting waive off of Tender/EMD fee as MSME to comply with Industrial Policy for State of Jharkhand 2012 and 10% price preference			
9	Manufacturing License			
9.1	1 st issued on			
9.2	Valid up to			
9.3	Mentioned page No. in bid document			
10	Loan License			
10.1	1 st issued on			
10.2	Valid up to			
10.3	Mentioned page No. in bid document			
11	In House Research & Development of DSIR			

11.1	1 st issued on			
11.2	Valid up to			
11.3	Mentioned page No. in bid document			
12	GMP/WHO-GMP			
12.1	1 st issued on			
12.2	Valid up to			
12.3	Mentioned page No. in bid document			
13	PAN no.			
14	GST No,			
15	IT Return			
15.1	2015-16			
15.2	2016-17			
15.3	2017-18			
16	Sale Tax Clearance			
17	Average Annual Turn Over			
17.1	2015-16			
17.2	2016-17			
17.3	2017-18			
18	Declaration of Non Conviction and not blacklisted/Debarred by any state or central govt.			
19	Declaration of not trading of substandard drugs			
20	Declaration of three years manufacturing and trading through notarized public.			
21	Declaration of quoting Lowest possible rate in state of Jharkhand			
22	Tender Fee details			
23	EMD Fee details			

Authorised Sign.

Summary Sheet- 2

Product Details

Sl	Name of Product	Drug License No.		Market Standing Certificate		Sample Submitted	Brochure or Catalogue given		Product Analysis Laboratory Report given		Product Clinical/field trial Report given		FFS/BFS Certificate of Product where applicable	
		Detail	Page No. in bid document	Detail	Page No. in bid document	Yes/NO	Yes/NO	Page No. in bid document	Yes/NO	Page No. in bid document	Yes/NO	Page No. in bid document		Page No. in bid document
1														
2														
3														
	Contd.... If any													

ANNEXURE-IV**ANNUAL TURNOVER CERTIFICATE**

The Annual Turnover of M/s.

Address _____

for the past three years are given below and certified that the statement is correct as per the records.

Sl. No.	Year	Turnover (Rs. in lakhs)	Rupees in words
1.	2015 – 2016		
2.	2016 - 2017		
3.	2017-2018		

Date

Signature of the Registered
Chartered Accountant with

Seal:

TO BE UPLOADED

ANNEXURE-V

**List of items quoted in Word/Excel sheet
(Products Production and Sales Statment)**

Sl. No.	Group & Item No. as per annexure X	Name and address of the Manufacturer of the quoted items/products	Manufacturing license No./ Loan license no. with date for the product quoted	Drug License No. with date	Page no of the Endorsement Copies	2015-2016				2016-17				2017-18			
						No of Units Produced	No of Units Sold	Trade Invoice for reference	Mentioned Page no of Bid document	No of Units Produced	No of Units Sold	Trade Invoice for reference	Mentioned Page no of Bid document	No of Units Produced	No of Units Sold	Trade Invoice for reference	Mentioned Page no of Bid document
1																	
2																	
3																	

Date:

Seal:

Signature of the Bidder with Seal

TO BE UPLOADED

ANNEXURE-VI

(FOR A PERIOD OF LAST 3 YEARS)

PRODUCT MARKET STANDING CERTIFICATE

(Product wise)

Name and Address of the Manufacturer:

Sl. No.	Item No. as per Annexure X	Name of the Products	Year		Remarks of the Drug Control Authority	Mention page number in bid document
			From	To		
(1)	(2)	(3)	(4)	(5)	(6)	

DATE

*Signature of the Drug Control Authority/
local drug Control authority*

Place

Name:

NOTE: Bidders shall have to upload product marketing certificate in the format.

ANNEXURE-VII

D E C L A R A T I O N

I / We _____
the Proprietor/.....Authorized nominee(s) of the Firm
_____ hereby submit
the details of rates hereunder for the Veterinary Drugs, Medicines and others
quoted in the Tender and declare that the rate quoted in financial bid will be the
lowest possible at which the firm sells the products of identical Description to any
other Department or Organization or person any where or in open market in the
state on which ready to supply at destination. If found any discrepancies then
liable action could be taken against as Director Animal Husbandry, Jharkhand
feels to do so.

Date

Signature of Bidder with Seal

Place

ANNEXURE-VIII

AFFIDAVIT

D E C L A R A T I O N

I/ We_____ the Proprietor/ Authorized nominee(s) of the Firm M/s. ___hereby declare that, our Firm/Quoted Products have not been black listed/ suspended/ not been declared substandard / spurious for the year 2015-16, 2016-2017 and 2017-2018 and till date.

That, I am/ we are well acquainted with the facts about the firm/products/ I may be punished as per law for any wrong information, misleading facts provided in this regard.

Date

Signature of the Bidder with Seal

Place

NB: Declaration will be uploaded in the form of Affidavit from Notary Public.

ANNEXURE-IX A

D E C L A R A T I O N

I/ We_____ the Proprietor/ Authorized nominee(s) of the Firm M/s. ___hereby declare that, literature related with below mentioned items under tender has been submitted online and will submit the sample on or before last schedule date for further action..

PROFORMA FOR PRODUCT LITERATURE SUBMISSION

Sl. No.	Group & Item No. as per annexure X	Composition with specification as per annexure X	Accounting unit & Packing as per annexure X	Brand Name of the Product
(1)	(2)	(3)	(4)	(5)

Date
Place

Signature of the Bidder with seal
Name of Firm

ANNEXURE-IX B

SAMPLE SUBMISSION

I/ We_____ the Proprietor/ Authorized nominee(s) of the Firm M/s. ___hereby, submitting the sample on schedule date for further action.

PROFORMA FOR SAMPLE SUBMISSION

Sl. No.	Group & Item No. as per Catalogue	Nomenclature with Description as per annexure X	Accounting unit & Packing as per annexure X	Brand Name of the Product
(1)	(2)	(3)	(4)	(5)

Date

Signature of the Bidder with Seal

Place

IMPORTANT:

THIS PROFORMA DULY FILLED IN IS TO BE SUBMITTED BY HAND ON ALONG WITH SAMPLE IN DUPLICATE AT THE OFFICE OF DIRECTOR ANIMAL HUSBANDRY PASHUPALAN BHAWAN HESANG HATIA RANCHI 834003. ONE COPY WILL BE RETAINED BY THE RECIPIENT & THE ACKNOWLEDGEMENT WILL BE TAKEN BACK BY THE BIDDER.

The above sample are received in good condition

RECIPIENT SIGNATURE OF

**OFFICE OF
DIRECTOR, ANIMAL HUSBANDRY,
JHARKHAND, RANCHI.**

Annexure X

**Shortlisted list of Drugs and Medicines to be subject under Rate Contract in Year 2018-19 under
Directorate of Animal Husbandry**

Sl.No	Name of Medicine	Inj./tabs bolus/liq./Powder	Presentation
A Chemotherapeutic Agents (Antibiotics)			
1	Amoxicillin (1.5 gm) & Cloxacillin (1.5 gm) Inj	Inj.	3 gm
2	Oxytetracycline Inj (200 mg per ml)	inj.	50 m.l.
3	Ceftriaxone and tazobactam	inj	3375 mg
4	Gentamicin inj 40 mg. per m.l.	inj	100 m.l.
5	Sulphadimidine sodium Inj (33.3% w/v)	inj	100 ml
6	Sulphadimidine bolus 5 gm	bolus	1 bolus
7	Tetracycline bolus 1 gm	bolus	2s
8	Enrofloxacin oral solution 10%	liq	500 ml
9	Oxytetracycline Inj (50 mg per ml)	inj.	100 m.l.
10	Intramammary antibiotic preparation	Tube	10 gm tube
11	Enrofloxacin inj 10%	inj	100 ml
12	Cephalexin	Powder	20 gm sachet
13	Ciprofloxacin and Tinidazole(1.5 + 1.8gm)	bolus	1.5 gm
14	Amprolium 6.67% w/w + Sulphaquinoxalline 16.67 % w/w powder	Powder	1 K.g
B Infusions (Fluids and Electrolytes) for intravenous use only			
15	Calcium and Magnesium borogluconate inj. For intravenous use (Calcium borogluconate 25%w/v, Magnesium Hypophosphite 5% w/v, Dextrose anhydrous 20% w/v)	infusion	450 m.l.
16	Electrolyte infusion (Dextrose 20 gm+Sodium Chloride 0.6 gm+Potassium Chloride 0.04 gm, Calcium Chloride dihydrate 0.027 gm+Sodium lactate 0.312 gm) per 100 m.l.	infusion	500 m.l.
C Anthelmintics			
17	praziquantel and others	tablet	1 strip (10 tab)
18	Albendazole Suspension 2.5% w/v	suspension	1 Lit
19	Fenbendazole bolus	bolus	1.5 gm
20	Fenbendazole tab	tab	150 mg
21	Cypermethrin 12.5mg/ml	liq	15 ml
22	Ivermectin inj 1%w/v	inj	10 ml
23	Inj. Quinapyramine Suphate 1.5 gm and Quniapyramine. Chloride 1 gm per vial	inj	2.5 gm
24	Diminazine diacetate RTU (70 mg per ml) with phenothiazone (375 mg per ml) per vial	inj	30 m.l.

25	Oxyclozanide suspension	liq	90 ml
D	Antiinflammatory/Analgesic/Antipyretic Drugs		
26	Dexamethasone (4 mg per ml)	inj	5 ml
27	Flunixin meglumine (equiv to 50mg/ml)	inj	10 m.l.
28	Isofluperidone acetate (2 mg/ml)	inj	5 m.l.
29	Meloxicam (100 mg) and paracetamol (1500 mg) bolus	bolus	4s
30	Meloxicam (10 mg) and paracetamol 150mg per ml)	inj	100 ml
E	Vitamins and Minerals		
31	Multivitamin (containing vitamin B1+B2+B6+B12)	inj	30 m.l.
32	Iron sorbitol citric acid (iron sc contains 50 mg, folic acid- 500 mcg/ml, Hydroxy cobalamin-50mcg/ml)	inj	10 m.l.
33	Multivitamin (containing vitamin A + D3 + E+K)	inj	10 m.l.
34	Calcium (1700 mg), Phosphorous (850 mg), vitamine D3 (8000 I.U. and Vitamin B12 (100 mcg) minerals and vitamin oral suspension	suspension	1 ltr
35	Mineral mixture (containing vitamin A,D3,E,Nicotinamide, cobald, copper, Ioding, Iron, Magnesium, Manganese, potassium, Sodium, Sulfur, Zinc, Calcium and Phosphorus)	powder	1 kg
36	Vitamin B complex with Liver extract inj	inj.	30 m.l.
37	Liver tonic	liquid	500 ml
F	Other Chemotherapeutic Agents		
38	Atropine Sulphate 1 mg per m.l.	inj	10 m.l.
39	Chlorpheneramine meleate 10 mg per m.l.	inj	100 m.l.
40	Dicyclomine HCl 2%	inj	30 ml
G	Hormones		
41	Hydroxy Progesterone caproate(250 mg/ml)	inj	2 m.l.
42	Cloprostenol sodium (263 mcg/ml)	inj	2 m.l.
H	Indigenous or Herbal Preparations		
43	Rumentoric bolus	bolus	4s
44	Appetizer	powder	100 gm
45	Indigenous uterine cleansers	liq.	500 m.l.
46	Herbal Heat Inducers (Indigenous)	tab	6'S
47	Herbal Antibloat agents	suspension	100 m.l.
48	Indigenous Antidiarrhoeal Powder	powder	100 gm
49	Herbal Expectorant powder	powder	100 gm
50	Wound ointment having antibacterial and antifungal properties	ointment	50 gm

