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**OFFICE OF THE MANAGING DIRECTOR**  
**ASSAM MEDICAL SERVICES CORPORATION LIMITED**  
Central Drug Ware House Campus, Patherquery, Narengi, Guwahati, Assam-781026  
Email id: md-amscl@assam.gov.in

**e-TENDER FOR RATECONTRACT TO SUPPLY**  
**ESSENTIAL SURGICALS & CONSUMABLES**  
(NATIONAL COMPETITIVE BIDDING)  
(One Financial Year Rate Contract)





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ASSAM MEDICAL SERVICES CORPORATION LIMITED  
Central Drug Ware House Campus, Patherquerry, Narengi, Guwahati, Assam-781026  
Email id: md-amscl@assam.gov.in

**e-TENDER FOR ENTERING INTO RATE CONTRACT cum SUPPLY OF ESSENTIAL SURGICALS & CONSUMABLES**  
**NOTICE INVITING TENDER**  
**(NATIONAL COMPETITIVE BIDDING)**

NO: NHM/18011/10/2022-PROC-NHM-AMSCL /ECF-194289/7038

DATE: 4-07-2022

Assam Medical Services Corporation LTD (AMSCL) invites online tender under two bid system from eligible parties for supply **ESSENTIAL SURGICALS & CONSUMABLES** to health facilities under Department of Health & Family Welfare, Govt. of Assam by entering into a R.C (Rate Contract) valid for one financial year.

S.No.	Key Events	Date, Time & Venue
1	Date of publication of e- Tender:	5-07-2022 (2.00 pm)
2	Availability of Tender Document	Website: <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a> & <a href="https://nhm.assam.gov.in">https://nhm.assam.gov.in</a>
3	Last date of submission of pre bid queries: <b>(No Pre-bid queries will be entertained after 11-07-2022)</b>	Address for communication : Soft copies at <a href="mailto:md-amscl@assam.gov.in">md-amscl@assam.gov.in</a> Or Hard copies at o/o MD, AMSCL
4	Pre bid meeting Date & Time	Time <b>11.00 am</b> & Date <b>13-70-2022</b>
5	Start Date & Time for online submission of Bid and Offline Submission on Hard Copies	Time <b>2.00 pm</b> & Date <b>20-07-2022</b>
6	End Date & Time for online submission of Bid and Offline Submission on Hard Copies	Time <b>2.00 pm</b> & Date <b>26-07-2022</b>
7	Date & Time for opening of Technical Bid	Time <b>3.00 pm</b> & Date <b>26-07-2022</b>
8	Address for Communication	o/o the Managing Director, AMSCL, Assam. Address: Central Drug Ware House Campus, Patherquerry, Narengi, Guwahati, Assam-781026 email id: md-amscl@assam.gov.in
9	Cost of Tender Document	Rs 2000/- (Rupees Two Thousand) through Online Payment Procedure available in <a href="http://assamtenders.gov.in">http://assamtenders.gov.in</a> using his/her login ID and password.

Sd/-  
Managing Director  
AMSCL, Assam

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## 1. INSTRUCTIONS TO BIDDERS

### 1.1 General Instructions

- 1.1.1 The bidders are instructed to read the complete bid document beforehand carefully and then prepare and submit the bid in advance to avoid any bottlenecks, whatsoever, in the last minute of submission.
- 1.1.2 It is expected from all bidders that they will ensure that documents to be used in bid submission are processed through reliable and responsible person/official. The person/official whose shall be authorized by the bidder to submit the bid using the digital signature is a person of integrity to ensure that the confidentiality of your bid submissions including rates is maintained till the time the bid is opened.
- 1.1.3 Bidders not fulfilling the eligibility criterion as set out in the bid document should abstain from participating in the bidding process, as their bid shall be rejected and not considered for further evaluation. Also eligible bidders are allowed to quote for any of the tendered items provided their product (as offered in the bid) meets the technical and other parameters as specified for that item.
- 1.1.4 Highlight the quoted items in the documents like Product Permission and Market Standing Certificate and also mark the item code no. at appropriate place in the documents.
- 1.1.5 The Bidder has to submit declaration duly certified by the Chartered Account with UDIN, clearly showing the **Annual Production Capacity** and Annual **Sparable Capacity** for Assam of the manufacturer for the proposed rate contract period (sparable capacity must be more than estimated annual requirement of Assam mentioned in the bid). The same declaration has also to be submitted in Non-Judicial Stamp paper with the seal sign of the bidder.
- 1.1.6 Prospective bidders are requested to submit their suggestions and queries, if any, for clarifications, with respect to any matter covered in the tender document, in writing or vide e-mail at least two days prior to the scheduled date of pre-bid meeting to facilitate timely compilation and compliance of queries by the concerned authority.
- 1.1.7 The tender documents shall only be available online, which can be downloaded from the official website: <http://assamtenders.gov.in> or <https://nhm.assam.gov.in>.
- 1.1.8 Earnest Money Deposit amount as specified in the relevant clause of the Tender Document should be submitted along with the Tender. Non-submission of EMD shall amount to rejection of Tender.

- 1.1.9 At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Documents by issuing a corrigendum in the in the official website. However, in case of any major changes in the tender terms and conditions, reasonable time shall be allowed post modification for the bidders to respond. Corrigendum shall be published only in the official website and prospective bidders are advised to check the official website and e-tender portal on regular interval to be abreast of any changes.
- 1.1.10 Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- 1.1.11 Both Technical Bid and Price Bid should be uploaded on the official website- <http://assamtenders.gov.in>. A hard copy of the Technical Bid only must be submitted at the office of Managing Director, AMSCL, Assam on .....before 2.00 pm.**
- 1.1.12 The quantity of each item shown at **ANNEXURE– XIII** is indicative only, the actual quantity of procurement shall be as per the demand raised by the indenting authorities. AMSCL, ASSAM doesn't **guarantee that the order quantities shall be of at least minimum batch size for manufacturing.**
- 1.1.13 The point of delivery of the ordered items shall be at the Medical College Stores and District Item Stores located in different districts of Assam.
- 1.1.14 Arrangement of Road Permits and clearances for dispatch of consignments shall be the responsibility of the supplier.**

## **1.2 Earnest Money Deposit (EMD)**

### **1.2.1 Earnest Money Deposit (EMD)**

EMD shall be @ Rs 20,000.00 (Rupees Twenty Thousand) for each item quoted subject to a minimum of Rs 2,00,000.00 (Rupees Two lakhs) and maximum of Rs 5,00,000.00 (Rupees Five Lakhs). In case the EMD submitted by the bidder is at the minimum or more but number of quoted items is more than that covered by the EMD amount, the quoted items by the bidder will be counted in sequence up to the EMD amount. Without minimum EMD, a bid will not be considered at all. Without minimum EMD, a bid will not be considered at all.

### **1.2.2 Online Payment Procedure as follows:**

- a) A Bidder shall login to <http://assamtenders.gov.in> using his/her login ID and password.
- b) Bidder shall initiate payment of pre-defined Tender Processing Fees / Bid Security/EMD for that tender by selecting "Pay Online" option and choose payment option as SBI Bank.
- c) After accepting the Terms & conditions, system will redirect to State Bank Multi Option Payment System (SBMOPS) to choose mode of online payment from either Internet Banking or NEFT/RTGS.

(I) **Internet banking from any Banks listed at (SBMopS) :**

**Step 1 :** After selecting the desired Bank for online fund transfer under Net Banking section at SBMOPS on e-Procurement portal, bidder shall be redirected to the login page of the selected Bank to complete the payment procedure.

**Step 2 :** Bidder shall receive a confirmation message regarding success/failure of the transaction

**Step 3 :** If the transaction is successful, system will allow that bidder to submit his/her bid.

**Step 4 :** If the transaction is failure, the bidder shall have to try again for payment from **Step 1**.

(II) **NEFT/RTGS in case of offline payment from any Bank :**

**Step 1 :** After selecting the NEFT/RTGS option under other payment Mode section at **SBMOPS** on e-Procurement portal, the bidder shall get NEFT/RTGS form with beneficiary details.

**Step 2 :** Bidder has to transfer fund according to the information available in the system generated NEFT/RTGS form under his/her login against any particular tender. Transfer of fund to any other account details will not be considered.

**Step 3 :** Once payment is made, the bidder should go back to e-Procurement portal (<http://assamtenders.gov.in>) after sufficient time (generally 4 hours after actual transaction) to reflect the NEFT/RTGS information from the issuer Bank to e-procurement portal, in order to verify the payment made and complete the bidding process.

**Step 4 :** If verification is successful, the system will provide confirmation and allow to submit the bid.

**Step 5 :** If the payment verification is unsuccessful even after sufficient time has elapsed, it indicates that the transaction has failed in which case the amount will be returned to the source account from where it was debited.

1.2.3 Any Bid submitted without sufficient EMD amount will be summarily rejected. The EMD will be forfeited, if a bidder withdraws its bid after last time and date fixed for receiving bids or in case of a successful bidder, if the bidder fails within specified time to sign the Contract Agreement or fails to furnish performance security deposit.

## **1.3 Bid Validity**

1.3.1 Bids shall remain valid for acceptance for a period of 180 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Tender Inviting Authority may solicit bidders' consent for an extension of validity period. A bidder may refuse extension request without forfeiting the bid security.

## **2. ELIGIBILITY CRITERIA**

### **2.1 Constitution of the Bidder**



- 2.1.1 Bidder shall either be a manufacturer having valid manufacturing license or direct importer holding valid import license. ***Distributors/Dealers/Suppliers/Agents are not eligible to participate in the tender.***

## **2.2 Turnover Criterion**

- 2.2.1 Average Annual Turnover of the bidder in the last three financial years Average Annual Turnover of the bidder in the last three financial years 2018-19, 2019-20 & 2020-21 shall not be less than **Rs 10.00 Crores.**
- 2.2.2 For domestic MSE/MSME/SSI Units, the Average Annual Turnover in the last three financial years 2018-19, 2019-20 & 2020-21 shall not be less than **Rs 2.00 Crores.**
- 2.2.3 ***Explanatory Note:*** *In case of merger/amalgamation/transfer of business/transfer of assets etc. of a bidding firm affects the bid condition relating to Turnover in preceding years, the eligibility of a bidder in this regard shall be ascertained by the Tender Committee on the basis of the stated Agreement/BOD Resolution/CA Certificate or any other document (s) furnished along with the bid as submitted and the decision of the Tender Committee shall be final.*
- 2.2.4 The amount shown as Turnover in the tender should match with GST/VAT return. The Bidder is required to furnish attested(self) copies of annual returns of GST/VAT for respective years or a certificate (with UIDN) form a Chartered Accountant that the turnover statement (Annexure-III) as furnished in the bid agrees with the GST/VAT returns as filled by the Bidder.

## **2.3 Market Standing of the Product**

- 2.3.1 Bidder should have at least 2 years' market standing (either 2019-20 & 2020-21 or 2020-21 & 2021-22) as a manufacturer for the items quoted in the bid, as on the date of bid opening. In the case of imported products, the product should have minimum 2 years (either 2019-20 & 2020-21 or 2020-21 & 2021-22) standing in the market. The importer should have at least 2 years (either 2019-20 & 2020-21 or 2020-21 & 2021-22) standing as manufacturer/importer of items in general. Market standing of the product will be obtained from Competent Authority like Drug Control Deptt. (compulsory for item comes under Pharmacopoeia) or Deptt. of Chemical or Fertilizers or the Deptt. who has issued the license for production or for item which doesn't come under Drugs & Cosmetic Act, the said market standing will be obtained from Chartered Accountant but the certificate should be verified with UDIN.

**If the Market Standing Certificate is in Brand name of the quoted product, the bidder must mandatorily submit the PRODUCT MANNUAL/BROCHURE/LEAFLET with the technical Bid indicating the quoted product. Without the same the tender will be rejected.**

***Explanatory Note:*** The merger/amalgamation/transfer of business/transfer of assets etc. of a

firm affects the bid condition relating to Past Performance/Market Standing in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Tender Committee on the basis of the stated Agreement/BOD Resolution/CA Certificate or any other document /certificate annexed with the tender.

2.3.2. **Imported items shall be accepted in Brand name also as per the norms of CDSCO/COPP.**

## **2.4 Manufacturing License:**

2.4.1 Bidder should have permission to manufacture the item /item quoted as per specification given in the Bid, from the competent authority. Product permission of *brands* shall be accepted in the Bid submitted, but the Bidder has to submit the product permission in generic names at the time of signing of the agreement /before supply.

Bidder of those items which is under Drug Control Deptt./as per Pharmacopoeia, the Manufacturer of the items should hold a valid manufacturing license issued by the **Drug Control Deptt.** as Pharmaceutical grade product is required.

But for the bidder where items are not under Drug Control Deptt. have to submit manufacturing license from the competent Authority, like Factory Deptt. or any of the legal Govt. Deptt.

2.4.2 If a company has two or more separate manufacturing units at different sites/states, the company will be allowed to submit only one Bid for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same Bid. But a bidder will be allowed to submit only one offer for one product. **If the Manufacturing License is in Brand name of the quoted product, the bidder must mandatorily submit the PRODUCT MANUAL/BROCHURE/LEAFLET with the technical Bid indicating the quoted product. Without the same the tender will be rejected.**

2.4.2 **Imported items shall be accepted in Brand name also as per the norms of CDSCO/COPP. If the Import License is in Brand name of the quoted product, the bidder must mandatorily submit the PRODUCT MANUAL/BROCHURE/LEAFLET with the technical Bid indicating the quoted product. Without the same the tender will be rejected.**

## **2.5 Quality Standard**

2.5.1 Category 1: Bidder (Manufacturer/importer) of those items which is under Drug Control Deptt. or as per Pharmacopoeia, the Manufacturer of the items should hold a valid GMP/WHO-GMP Certificate issued by the **Drug Control Deptt.** as Pharmaceutical grade product is required.

Category 2: Bidder (Manufacturer/importer) where items are not under Drug Control Deptt. should hold a valid quality certificate **QMS/BIS/CE/US-FDA** from the competent approved Authority.

For both above category of bidder [Category-1 & 2] (Manufacturer/importer) of the surgical items should also hold a **valid ISO 13485.**

***The said certificates must not be older than one year from the date of bid submission in the case where validity is not mentioned in the certificate.***

- 2.5.2 In case the bidder is a Direct Importer then it compulsory to produce WHO-GMP or QMS/ CE or US-FDA or COPP (Certificate of Pharmaceutical Product) of the manufacturing firm along with import permission.
- 2.5.3 **Continued Eligibility:** It's obligatory in the part of the rate contract holder (i.e. Firm) to maintain validity of the quality certificates throughout the currency of the contract. If the firm fails to inform AMSCL, ASSAM about the non-validity of its quality certification and accepts the purchase order during such period then such product of the firm shall be liable to be debarred for a period of two years from the date of order. During the period of non-validity of the certificate of the firm, the rate contract shall stand suspended.

## **2.6 Debarment and Blacklisting**

- 2.6.1 Bidder Firm is not eligible to participate forbidding of **those item item(s)** of the manufacturer which is underactive blacklisting or debarment levied by any State/UT Government /Central Government / its Item Procurement Agencies as a result of quality failure, fraudulent/illegal practices or non-performance of contractual obligations. (Product blacklisting)
- 2.6.2 Bidding Firm who have been blacklisted or debarred by any State/UT Government/Central Government / its Item Procurement Agencies on account of fraudulent/ illegal practices should not participate in the tender during the period of blacklisting. Such Bids will not be considered.
- 2.6.3 Bidding Firm who have been blacklisted or debarred by the State/UT Government / Central Government / its Item Procurement Agencies on any grounds should not participate in the tender during the period of blacklisting. Such Bids will not be considered.
- 2.6.4 The concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.

## **2.7 Production and Sparable Capacity**

The Bidder has to submit declaration duly certified by the Chartered Account with UDIN, clearly showing the **Annual Production Capacity** and Annual **Sparable Capacity** for Assam of the manufacturer for the proposed rate contract period (sparable capacity must be more than estimated annual requirement of Assam mentioned in the bid). The same declaration has also to be submitted in Non-Judicial Stamp paper with the seal sign of the bidder.

### 3. PREPARATION AND SUBMISSION OF BID

#### 3.1 Two Bid System

- 3.1.1 Bidders are required to submit online bid through e-Tender portal <https://assamtenders.gov.in>. Bidders required to be submitted in two Bid System (Technical Bid & Price Bid) affixing court fee stamp of Rs 8.25 (or IPO of Rs 10/- in favour of **“ASSAM MEDICAL SERVICES CORPORATION LTD”** for bidders located outside State of Assam).
- 3.1.2 Bidders are also required to submit the hard of the technical bids (only) in originals including documentary evidence / proof, the printout copies in detail on transaction completion (slips/vouchers) are to be attached with the hard copy of the Technical Bid as well to be uploaded with the soft copy in e-tender portal (without the same, the tender will be considered as rejected).

#### 3.2 **Techno-commercial Bid**

- 3.2.1 The Bidder shall prepare both technical and financial bid separately and submit then online within due date and time. The Bidder has to furnish all documents and information as stipulated in following Para(s) (i.e. from Para 3.2.2 to Para 3.2. 22) along with the Technical Bid “i.e. **Cover-A**” duly affixed with Court Fee Stamp/IPO of required value. The bidder shall also furnish the original instrument (Demand Draft or Banker Cheque) of Rs 2,000/- towards the **tender processing cost** drawn in favour of **“ASSAM MEDICAL SERVICES CORPORATION LTD”**.

3.2.2 EMD shall be @ Rs 20,000.00 (Rupees Twenty Thousand) for each item quoted subject to a minimum of Rs 2,00,000.00 (Rupees Two lakhs) and maximum of Rs 5,00,000.00 (Rupees Five Lakhs). In case the EMD submitted by the bidder is at the minimum or more but number of quoted items is more than that covered by the EMD amount, the quoted items by the bidder will be counted in sequence up to the EMD amount. Without minimum EMD, a bid will not be considered at all. Without minimum EMD, a bid will not be considered at all. In case of EMD, Online Payment Procedure is to be followed as detailed above in clause no- 1.2.2.

- 3.2.3 Documentary evidence regarding **constitution of the bidding firm** such as Certificate of Incorporation, Memorandum & Articles of Association, Partnership Deed etc. with details like Name, Address, Telephone Number, Fax Number, E-mail Address of the firm with names of the Managing Director / Partners / Proprietor.
- 3.2.4 Attested photocopy of valid **Manufacturing License** duly approved by the Licensing Authority for the products quoted should be enclosed. The license must have been duly renewed up to date and items quoted shall be clearly highlighted in the license. Original license should be produced if demanded for verification.
- 3.2.5 Attested photocopy of **import license** (in Form 10 with Form 41), as per Rule 122A of the Items and Cosmetics Act 1940, if the product is imported should be furnished. The license must have been renewed up to date. A copy of a valid license for the sale of Items imported by the firms issued by the State Licensing Authority shall be enclosed.

- 3.2.6 Attested photocopy of instruments such as **Power of Attorney**, Resolution of Board, etc., by authorizing an officer of the bidding firm to submit the bid on their behalf should be enclosed along with the Bid. Such power of attorney holder is only authorized to sign and submit the bid documents.
- 3.2.7 **Authorization Letter** nominating an officer of the Bidder to transact the business with AMSCL, ASSAM, if the officer is different from the (Para 3.2.6) above, shall also be enclosed.
- 3.2.8 **Undertaking** in the form at **Annexure- IA & Annexure- IB**
- 3.2.9 Attested/notarized copy of **Non-conviction Certificate** issued by the Competent Authority certifying that the firm has not been convicted in the last three financial years 2019-20 2020-21 & 2021-22. The non-conviction certificate may be obtained from the licensing Authority or Drug Department, Industry Department, Police Department, Municipality, Town Committee or Circle Office/ Taluka Office/ local police station.
- 3.2.10 Bidder should have at least **2 years market standing** (either 2019-20 & 2020-21 or 2020-21 & 2021-22) as a manufacturer for the items quoted in the bid. For imported items, the quoted item should have 2 years market standing (either 2019-20 & 2020-21 or 2020-21 & 2021-22). The importing firm should have 2 years standing as importer / manufacturer of medicines in general for which bills of entry; sale invoices, etc., should be submitted to establish the claim.  
The bidder shall submit valid import license for direct import of the quoted item.
- 3.2.11 Attested/notarized copy of **valid** GMP/WHO-GMP/QMS/ISO-13485/BIS/CE/US-FDA certificate issued by the Licensing Authority shall be furnished. The manufacturer shall also furnish a notarized affidavit in the format given in Annexure- II declaring that the firm complies with the requirements of WHO-GMP. In case of imported items, **valid** WHO-GMP or CE or USFDA or QMS certificate or certificate which is as per WHO-GMP issued by the authorities of the exporting countries like US FDA, CE, COPP, QMS (Certificate of Pharmaceutical Products) certificate of their principal manufacturing company or firm need to be submitted. **Valid** GMP/WHO-GMP/QMS/ISO-13485/BIS/CE/US-FDA certificate must not be older than one year from the due date of Bid submission in the case where validity is not mentioned in the certificate. *The valid GMP/WHO-GMP/QMS/ISO-13485/BIS/CE/US-FDA certificate of all the manufacturing plants, of which products have been quoted, should be submitted. In the case of imported items, labels and product literature of all quoted products may be submitted.*
- 3.2.12 **Annual Turnover Certificate** from sales of Items in last 3 (three) financial years i.e. 2018-19, 2019-20 & 2020-21 in the format as given in **Annexure-III** and duly certified by the Auditor/Chartered Accountant. Attested/notarized copies of audited "Profit & Loss Statement" and "Balance Sheet" must accompany the Annual Turnover Certificate as issued by the Auditor/Chartered Accountant for the corresponding period. The bidder is also required to furnish the **Acknowledgement of filing of Income Tax** return with the

Authority.

- 3.2.13 **Performance Statement:** Details of supplies (Quoted items only) made during any of the last 3 financial years 2018-19, 2019-20 & 2020-21 supported by minimum one supply order copy (Attested/ notarized copy/ copies of Purchase Order/ Orders for each quoted item/ items) during any of the FY 2018-19, 2019-20 & 2020-21 in Govt. organizations either directly in the name of the manufacturer or through authorized distributor (where in the Supply Order the name of the manufacturer has mentioned). If the supply order is in brand name, the product leaflets/ product catalogue/ product brochure must be enclosed to the tender where the generic specification should be displayed clearly). All details should be filled up accordingly in the specified format (**Annexure-IV**).
- If the supply order/purchase order from Govt. organization is in Brand name of the quoted product, the bidder must mandatorily submit the PRODUCT MANUAL/BROCHURE/LEAFLET with the technical Bid indicating the quoted product. Without the same the tender will be rejected.**
- 3.2.14 Copy of the **GST Registration Certificate and PAN Card** shall be submitted along with the bid.
- 3.2.15 Undertaking in the format at **Annexure-VI** for embossment of logo on tablets, capsules, vials, ampoules, bottles, tubes, kits etc. as the case may be, and for supply of tablets/capsules in strips as per conditions specified elsewhere in this document and for 1D GS1 bar coding on tertiary and secondary packing of the supplies as per specifications given elsewhere in this document.
- 3.2.16 Bidder has to submit details of Manufacturing Units as per the format given under **Annexure-VII**. The details containing the name & address of the premises where the items are actually produced must be furnished. Details of technical personnel employed in the manufacture and testing of items (Employee Name, Qualification, and Experience) as enclosed in license.
- 3.2.17 The Bidder has to submit statement duly certified by the Chartered Account and himself clearly showing the **Annual Production Capacity** and Annual **Sparable Capacity** for Assam of the manufacturer for the proposed rate contract period.
- 3.2.18 The **List of items quoted** shall be furnished as per **Annexure - VIII**. The list shall indicate manufacturer's name along with composition and pack size. List of items quoted should be matched with BOQ (Financial Bid), ***If any extra item will be found in BOQ (online Price Bid) which is not mentioned in the Annexure –VIII, the same tender will be rejected.***
- 3.2.19 Undertaking on fraud and corruption in the format at **Annexure-IX**.
- 3.2.20 Agreed Terms & Conditions as per **Annexure X**.
- 3.2.21 The tender document **serially numbered sealed and signed** by the Bidder or by duly authorized power of attorney holder in all pages with office seal.

3.2.22 A Checklist (**Annexure-XI**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XI** and should be securely tied or bound.

**3.2.23 In addition to online submission of the Techno-commercial Bid the Bidder is also required to submit the hardcopy of the technical bid (only) in a sealed Cover super scribed as "TECHNICAL BID in COVER "A" with clear details as "TENDER FOR SUPPLY OF ITEMS DUE ON....."and addressed to the " Central Drug Ware House Campus, Patherquery, Narengi,Guwahati, Assam-781026"**

### **3.3 Financial Bid (Price Bid/BoQ)**

3.3.1 The price bid will also be known as financial document and every bidder will be required to submit its price in excel format attached to the bid document (BOQ). BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this bid. Bidders are allowed to enter the bidder name and values only. The bidder should quote rate for the mentioned packing unit only.

3.3.1 Hard copy of the *Price Bid* is **not** required to submit. If any bidder will submit hard copy of their price bid, the same tender will be rejected automatically.

3.3.3 If any **extra item** will be found in BOQ (online Price Bid) which is not mentioned in the Annexure –VIII, the same item will be rejected.

3.3.4 Bidder must upload the Price Bid on the website <http://assamtenders.gov.in>

3.3.5 Each page of the price bid should be serially **numbered sealed and signed** by the Bidder or by duly authorized power of attorney holder in all pages with office seal.

#### **3.3.6 Key Clarifications:**

- a) The Bidder shall fill up the BOQ for items quoted.
- b) The rate quoted per unit or landed price in the BOQ shall be inclusive of excise duty, GST, packaging charge, freight, insurance and all other charges.
- c) The rate quoted in BOQ should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size.

## **4. EVALUATION, SELECTION& ACCEPTANCE OF TENDER**

### **4.1 Bid Opening**

- 4.1.1 Bids (Technical & Price Bid) shall be opened online on the prescribed date and time. Bidders are required to submit the hard copy of the technical bid "Cover-A" within due date and time of submission as specified. Bids shall be rejected even the online submission has been done where the bidder fails to submit the hardcopy of the technical (i.e. "Cover-A") within the specified timeline.
- 4.1.2 All bidders (only authorized representatives) are entitled to be present on the date and time of opening of Technical Bid - Cover "A" of the tender submitted by them.
- 4.1.3 Price bids of only those bidders who's Technical Bids are found to be acceptable/eligible after technical and commercial evaluation will be opened online. The price bids of Bidders failed to qualify in technical bid evaluation shall not be considered for further evaluation.

## **4.2 Bid Evaluation**

- 4.2.1 Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders for all items.
- 4.2.2 Price Bids of technically qualified bidders will be evaluated with reference to the quoted price (landed price) of each item to determine the L-1 (lowest) price. Conditional discounts shall not be considered for price compare.
- 4.2.3 After the conclusion of Price Bid opening, the lowest offer (quote) among the bids received for each item shall be discovered and declared as L1 rate and the corresponding bidder as L-1 bidder for that item of Items/Medicines for which the Bid has been invited.
- 4.2.4 The Bidder who has been declared as L-1 for certain item(s) of Items/Medicines shall be invited to execute a rate contract for a period of (one) 1 financial year (as per the format given in **Annexure-XV**) to supply the item item(s) of required quantity, quality and specification at the agreed rate within prescribed delivery period. The shortlisted firm shall also commit contractually to furnish performance security of 5% of the order value within 10 days of receipt of the Purchase Order, failing which the contract shall be liable for cancellation, followed by recovery of the penalty by forfeiting the EMD or Security amount with the AMSCL, ASSAM .

## **4.3 Parallel Rate Contract**

- 4.3.1 AMSCL, ASSAM reserves the right go for parallel rate contract for any item(s) with L2 & L3 provided they agree to match the price offered by the L1 bidder in following circumstances;
  - a) If the L1 bidder does not have the required production or Sparable capacity to meet the entire estimated requirement.
  - b) If an item which is very critical for the health care and the stock-out of which cannot be managed for long.



c) Where the very nature of the item item(s) is such that its requirement may vary drastically in case of a sudden epidemic or where the demand for the item item(s) is seasonal and the entire supply for the year is done in one time that took on a very short notice.

4.3.2 In case of parallel rate contract, purchase order for minimum 60% of the total procurement quantity shall be placed to the L1 bidder as a priority unless the L1 bidder in writing communicates its inability to supply such quantity.

4.3.3 In case of parallel rate contract with L1, L2 and L3 the allocation of purchase quantity shall be in the ratio of 60:20:20, ideally.

#### **4.4 Right to Reject Tender**

4.4.1 Tender Inviting Authority reserves the right to accept the tender or to reject the whole tender for the supply of all items or for any one or more of the items tendered at any point of time without assigning any reason.

#### **4.5 Conditional Bid**

4.5.1 Conditions like; **“SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc.**, will not be entertained under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and accordingly the Bid will be rejected.

### **5. TERMS & CONDITIONS**

#### **5.1 Specification and Description of Supply**

5.1.1 **Item details & estimated quantity:** The details of the required items are shown in **Annexure-XIII**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the actual requirement or indent raised by the indenting institutions or authorities. The rates quoted should not vary with the quantum of the order or the destination.

5.1.2 **Generic Name:** Tender has been called for the item items in **generic names**. The bidders should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-XIII**. Any variation found will result in the rejection of the tender. **However, imported products will be accepted in Brand name also.**

5.1.3 **Logograms & Bar Coding:** Logogram means, wherever the context occurs, the design as specified in **Annexure-VI A**.

a) Tenders for the supply for Items etc., shall be considered only if the Bidder gives

undertaking as per **Annexure-VI** in his tender that the supply will be prepared and packed with the logogram either printed or embossed as per the design given at Annexure-VIA and with Bar coding as per details at Annexure-VIB. Affixing of stickers and rubber stamps shall not be accepted.

- b) Failure to supply of Items etc., with the logogram and Bar codes will be treated as breach of the terms of agreement.
- c) However, the label should possess the required logogram, and the price should not appear on the label. Label must contain the ***PHARMACOPOEIA details if the item/items is covered under Items& Cosmetic Act.***

## **5.2 Product Shelf Life:**

- 5.2.1 All supplies will be scheduled for the period from the date of purchase order till the date of completion stipulated in the purchase order. The supplied Items (covered under Items and Cosmetics Act 1940) should have shelf life period as prescribed in the Items and Cosmetics Act 1940 and rules there under.
- 5.2.2 All other item/items should have shelf–life of minimum 2 years or as per Pharmacopoeia from the date of manufacture.
- 5.2.3 The labeled shelf life of items supplied should be not less than the period mentioned against each item in list of Items (**Annexure-VIII**). The remaining shelf life of the items at the time of delivery should not be less than  $\frac{3}{4}$  of the labeled shelf life. Only those bidders shall quote who can manufacture and supply the product with the required shelf life. The product of labeled shelf life lesser than required shelf life will not be accepted.
- 5.2.4 The product should not have such storage condition requiring it to be stored below 2°C.
- 5.2.5 **In case of imported items the remaining shelf life of 60% or more may be accepted with an undertaking that the firm will replace the unused expired stores with fresh goods. However, firms supplying items with remaining shelf life of 75% or more need not submit such undertaking and purely imported product may be supplied in Brand name also as per the prescribed norms under Import and Export Policy.**
- 5.2.6 The successful bidder shall take back items, which are not utilized by the Tender Inviting Authority/Procuring Agency within the shelf life period based on mutual agreement.

## **5.3 Quality Assurance (Certification& Testing)**

- 5.3.1 The supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of specifications and related documents, (b) meet the recognized standards for safety, efficacy and quality, (c) are fit for the purpose made, (d) are free from defects in workmanship and in materials and(e) the product has been manufactured as per GMP/WHO-GMP/QMS/ISO-13485/BIS/CE/US-FDA.

- 5.3.2 The successful Bidder must submit Batch Wise Test Analysis Report (in original) from NABL Certified Labs for every batch of items before commencement of supply. The bidder shall supply the goods to the designated warehouses, only after receipt of Dispatch Clearance letter from the Tender Inviting Authority/Procuring Agency. **In case of imported items NABL/NIB/CDL or equivalent authorized Lab accredited by Parent country will be considered.**
- 5.3.3 NABL report should reflect all the parameters as per latest Pharmacopoeia edition including batch details along with probable quantity to be supplied to AMSCL, ASSAM .
- 5.3.4 Attested copy of NABL certificate of concerned laboratory must be submitted along with the batch wise Test Analysis Report.
- a) The protocol of the tests should include the requirements given in Pharmacopoeia for that particular item and those required specifically for the product specifications. The Bidder must submit its Test/ Analysis Report for every batch. The supplier may provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied and the placebo material when demanded for the purpose of further testing by the AMSCL, ASSAM/Procuring Agency.
- b) The Items and medicines supplied by the successful Bidder shall be of the best quality and shall comply with the specification, stipulations and supply conditions specified in the Bid documents.
- 5.3.5 Ordered Items/goods will be received and stock shall be charged on the strength of Dispatch Clearance Certificate issued by receiving official(s) based on batch wise Test Analysis Report of items in original from NABL certified laboratory submitted by the supplier. AMSCL may at its discretion go for further testing of items. In such case, samples from each batch will be chosen at the point of supply or distribution / storage points, for testing. The samples will be sent to any Govt. or other NABL laboratory for testing as decided by the indenting Authority.
- 5.3.6 Attested copy of NABL certificate of concerned laboratory must be submitted along with the batch wise Test Analysis Report to get the DISPATCH CLEARANCE CERTIFICATE.
- 5.3.7 The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be Not of Standard Quality or spurious or adulterated or Mis-branded, such batch/batches will be deemed to be rejected goods. The supplier shall furnish to the purchaser the evidence of bio-availability and/or bio-equivalence for certain critical items when asked for. If there is any problem in the field the B.M.R/B.P.R for the particular batch shall also be supplied when demanded.
- 5.3.8 In the event of the samples of Items supplied failing quality tests or found to be not as per specifications AMSCL, ASSAM is at liberty to make alternative purchase of the Items for

which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the AMSCL, ASSAM will have every right to recover the cost and impose penalty as mentioned in Clause.

- 5.3.9 Tender Inviting Authority/Procuring Agency will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.

## 5.4 Contract Rate

- 5.4.1 **Firm Rate:** The bidder shall quote the rate (inclusive of all taxes, transportation, insurance, packaging charges, NABL testing charges and any incidental charges) for each of the item items it intends to bid for. Bid with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made at the location as stipulated in the purchase order placed with successful bidders. The rates as quoted, accepted and contracted shall remain firm or binding on the Bidder for the contract period and any increase in the price will not be entertained till the completion of this tender period and any increase in the price (except increase due to Excise Duty or any other statutory taxes) will not be entertained.
- 5.4.2 No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him after last date fixed for receipt of bid. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the Bids.
- 5.4.3 The rate shall be quoted in the unit rate and only for the composition as stated in the BoQ.
- 5.4.4 **Controlled Price/MRP:** The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge at the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.
- 5.4.5 **The supplied packets/items should not contain the Price Tag, non-conformity of which may cause rejection of the supply.**

## 5.5 Delivery & Inspection

- 5.5.1 Delivery Schedule as mentioned in the tender shall remain firm throughout the contract

period. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and Tender will be summarily rejected. Supplies should also be made directly by the bidder and not through any other agency.

5.5.2 **Point of Delivery:** The ordered items shall be delivered at different District Item Stores/ Medical College Stores located in different districts of Assam in accordance to instructions in the order. All supplies will be scheduled for the period from the date of purchase order till the completion of the supply or, as would be stipulated in the purchase order.

5.5.3 **Purchase Order** will be placed on the successful Bidder at the discretion of the AMSCL, ASSAM.

5.5.4 **Delivery Period:** Supply shall commence within best possible time from the date of order and supply of full quantity shall be completed within 60 days from the date of issuing the order.

5.5.5 **Inspection of Manufacturing Facility:** Tender Inviting Authority or his authorized representative has the right to inspect the factories of bidders, at any point of time and also has the right to reject the tender or terminate / cancel the orders, based on adverse reports brought out during such inspections. The Bidder shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

5.5.6 **Way Bill and Road Permits:** AMSCL, ASSAM will not take any responsibility for supplying Way Bill. It will be the responsibility of supplier to arrange for Way Bill for dispatch of consignments to Assam.

## 5.6 Delivery, Shortage & Delay Penalty

5.6.1 In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be penal deduction @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value. Once the maximum price reduction is reached, termination of the whole contract will be considered.

### 5.6.2 Debarment/Blacklisting for failure in execution of supply/non-supply/default in supply

**Product debarment:** In case of non-supply or incomplete supply (i.e less than 95% of the total ordered quantity of each purchase order/ supply order & against each item) by the approved manufacturer/importer (Firm) within agreed delivery period including the delay penalty period or any such extended delivery period then the concerned rate contract shall be cancelled for that particular non-supplied item and the manufacturer/importer (Firm) shall be debarred for participating in any bid called by the Authority for 3 years from the date of debarment for that item.

In case the manufacturer/importer (Firm) supply 95% or more of the ordered quantity but fails to supply the entire quantity within the allowed delivery period then the firm shall be levied a penalty @ 10% of the value of the short supplied item and same shall be adjusted against the payment for supply.

**Firm Debarment:** The firm shall be blacklisted or debarred from participating in any tender by the TIA or procuring agency for 3 (three) years if the company is debarred for all the items (where it has RC-“Rate Contract” for less than 3 items) or at least 3 items (where it holds RC-“Rate Contract” for more than 3 items)

**Forfeiture of Performance Security:**

In case of Product debarment: In addition to product debarment the performance security deposited by the supplier for that particular product shall be forfeited and apportioned towards financial penalty.

In case of Firm debarment: In addition to firm debarment the entire performance security deposited by the supplier shall be forfeited and apportioned towards financial penalty.

- 5.6.3 The order stands cancelled after the expiration of delivery period, and if the extension is not granted with or without liquidated damages. Apart from risk/alternate purchase action, the Bidder shall also suffer forfeiture of the performance security and shall invite other penal action like blacklisting/Debarment disqualification from participating in present and future Bids of Bid Inviting Authority/ordering authority.
- 5.6.4 If the supplier, or any of its approved items gets debarred/banned/blacklisted in any state after entering into agreement with AMSCL, ASSAM, it shall be the responsibility of the supplier to inform AMSCL, ASSAM without any delay about the same.
- 5.6.5 The Successful Bidder shall not, at any time, assign, sub-let or hand over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.
- 5.6.6 It shall be the responsibility of the supplier for any shortages/damage at the time of receipt in warehouse. AMSCL, ASSAM is not responsible for the items supplier at the point of delivery, for which no order is placed.

## **5.7 Non-communication of Blacklisting or Debarment**

- 5.7.1 In case the Firm is black listed/debarred/banned after submission of bid document, it should inform the AMSCL, ASSAM within 15 days of blacklisting/debarment/banning. If the blacklisted/debarred / banned firm does not inform the AMSCL, ASSAM within stipulated time, a penalty amounting to @ two per cent of purchase orders issued between the date of blacklisting/debarment/banning and the date of informing to AMSCL, ASSAM both dates inclusive, shall be imposed, subject to a minimum penalty of Rs.20,000 and a maximum penalty up to Rs.2,00,000/- only.
- 5.7.2 If it is brought to the notice of AMSCL, ASSAM that the similar item of the supplier firm has been found spurious / adulterated in any other state(whether the firm / product has been blacklisted/ debarred/ banned or not); then no further purchase orders shall be issued for the product and the rate contract with the firm for the product shall be cancelled.

## **5.8. Packaging**

- 5.8.1 The ordered items shall be supplied in the package specified in **Annexure-XIV** and the package shall carry the logograms specified in **Annexure-VI B**.
- 5.8.2 The packing in each carton shall be strictly as per the specification mentioned in **Annexure-XIV**. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
- 5.8.3 All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- 5.8.4 Packing(secondary) should be able to prevent damage or deterioration during transit.
- 5.8.5 All plastic containers should be made of virgin grade plastic.
- 5.8.6 It should be ensured that only first-hand fresh packaging material of uniform size is used for packing. All packaging must be properly sealed and temper proof.
- 5.8.7 All packing containers should strictly conform to the specifications prescribed in the relevant pharmacopoeia/Act if applicable.
- 5.8.8 In the event of items supplied found to be not as per specifications in respect of their packing, the AMSCL, ASSAM is at liberty to make alternative purchase of the item for which the purchase orders have been placed from any other sources or from the open market or from any other Bidder who might have quoted higher rates at the risk and the cost of the supplier. In such cases the ordering authority has every right to recover the cost and impose penalty as mentioned in Clause.

## **5.9 Rate Contract Agreement and Purchase order**

- 5.9.1 The successful Bidder shall execute an agreement on non-judicial stamp paper of value Rs 100/- (stamp duty to be paid by the Bidder) within 10 working days from the date of intimation from the Tender Inviting Authority informing that his tender has been accepted. The specimen form of agreement is at **Annexure-XV** which is to be executed within the stipulated time. Failure to execute the agreement will result in forfeiture of EMD & other consequential action.

### **VALIDITY OF OFFER OF SUCCESSFUL BIDDER:**

The validity of rate offered by the successful Bidders would be valid for the entire rate contract period and may extendable by another 6 months by mutual concern.

- 5.9.2 Purchase Orders with reference to the Rate Contract Agreement will be issued from time to time by ASSAM MEDICAL SERVICES CORPORATION LIMITED-Assam, based on need assessment of the peripheral hospitals under Health & FW Deptt. Govt. of Assam.
- 5.9.3 All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

## 5.10 Security Deposit

- 5.10.1 The manufacture/importer, within 10 working days from date of receipt of the Purchase Order shall submit Security Deposit of 5 % of the order value in the form of irrevocable Bank Guarantee from any Indian Schedule Bank in favour of **“ASSAM MEDICAL SERVICES CORPORATION LTD”**. Such Bank Guarantee shall be valid for a period of 26 months from the date of Purchase Order. If the supplier fails to execute the order or fails to perform the services or there will be any quality control issue, the Bank Guarantee will be encashed and the amount will be forfeited as per agreement, in addition to other penal actions.
- 5.10.2 The validity of such Bank Guarantee shall be minimum for a period of 26 months from the date of execution of Rate contract.
- 5.10.3 If the supplier fails to execute the order or fails to perform the contract, in addition to other penal actions available under the law in India, the said Bank Guarantee shall be encashed and the amount will be forfeited.

## 5.11 Alternative Purchase

- 5.11.1 If the empaneled supplier fails to execute the supply within the stipulated time, AMSCL, ASSAM is at liberty to make alternative purchase of the items of items and medicines for which the Purchase Orders have been placed from any other sources **(such as Public Sector undertakings at their rates, empaneled bidders, and bidders who have been technically qualified in the said bid)** or in the open market even at higher rates at the risk and the cost of the supplier and in such cases AMSCL, ASSAM shall have every right to recover the cost and impose penalty, apart from termination of the contract for the default.
- 5.11.2 In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the AMSCL, ASSAM in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.

## 5.12 Payment Provisions

- 5.12.1 Payments towards the supply of items will be made strictly as per the payment policy and procedure of AMSCL, ASSAM . All payments shall be made by electronic transfer or by way of crossed account payee cheque drawn in favour of the supplier.
- 5.12.2 Payment shall become due on complete execution of the Purchase Order or supply of the entire ordered quantity of prescribed specification and description is done and the stock is charged against Dispatch Clearance Certificate. Part payment against supply shall be at the



discretion of the AMSCL, ASSAM only at exceptional circumstances. The authorized supplier shall submit the Invoices along with Batch Analysis report from NABL Certified Labs for every batch supplied in triplicate in the name of AMSCL, ASSAM along with address.

- 5.12.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform AMSCL, ASSAM immediately about such reduction in the contracted prices. AMSCL, ASSAM is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.
- 5.12.4 In case of any enhancement in excise duty due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in excise duty, the approved supplier should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods to be supplied to AMSCL, ASSAM and also must claim the same in the invoice separately.
- 5.12.5 AMSCL, ASSAM has every right to receive supply even after expiry of contractual delivery date and in such case; penal deduction as specified under Clause will be applicable.
- 5.12.6 If the supply is delivered in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by AMSCL, ASSAM on the total value of supply to that particular warehouse.
- 5.12.7 The successful bidder will be required to supply the products with logogram and bar coding and with strict adherence to the prescribed packing specifications. If there is any deviation in these packing specifications a **separate penalty** will be levied @ 2% irrespective of the AMSCL, ASSAM having actually suffered any damage/loss or not, without prejudice to the right of alternative purchase as specified in Clause No. 5.11. No deviation in logogram shall be accepted.

## 5.16 Force Majeure

- 5.16.1 The above conditions of delivery period, penalty for delayed delivery & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the Tender Inviting Authority/Procuring Agency at its discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

## **5.17 Fraud& Corruption:**

5.17.1 The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices:

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

5.17.2 During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practices are directed at any subsequent stage or during execution of the contract, the Tender Inviting Authority will reserve the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

## **5.18 Penalty/debarment in Case of Quality Failure:**

5.18.1 Government of Assam is mandated to provide quality medicines to all the citizen coming to public health facility for treatment with an objective to giving utmost priority to patient safety. Hence any deviation or non-conformity to patient safety shall be taken seriously. The suppliers are required to supply items of high-quality standard as per prescribed specification and applicable statutory standards so that the efficacy and effectiveness of the items remain intact throughout the lifecycle of the item. The Purchaser shall draw or cause to draw random sample at any time during the shelf life of the product and send it for quality testing to empaneled NABL accredited labs for quality testing.

5.18.2 If the sample drawn from any supplied item fails the quality test (by any Government or empaneled NABL accredited lab) or the sample doesn't conform to the statutory standards and specifications, then the supplier will be liable for penalty (Administrative<sup>1</sup>& Financial) based on the nature and degree of default as given below.

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<sup>1</sup> Administrative penalty includes debarment or disqualification for participating from future bidding process.

S. No	Nature of Default	Penalty
1	<p>In case one batch of a particular item supplied by a Firm failed the quality test.</p> <p><i>The quality test to be done by any Government or empaneled NABL accredited lab.</i></p>	<ul style="list-style-type: none"> <li>• The supplier has to withdraw entire batch of the item remained unconsumed within 30 days of intimation of the failure at its own cost.</li> <li>• The supplier shall not be entitled for any payment for the quantity supplied from that particular batch which was declared NSQ subsequently, irrespective of the fact that the items have been consumed partially.</li> <li>• <b>Penalty for delay in withdrawal of NSQ items:</b> In case the supplier fails to withdraw the NSQ items from respective facilities or stores wherever it is lying, within 30 days of notice period, shall be liable for demurrage and charge of 2% of the total value of NSQ items supplied for each week of delay (delay period shall start after expiry of 30 days of notice period) up to a maximum of four weeks, failing which authority shall take steps for destruction or safe disposal procedure of the NSQ items and recover the expenses from the supplier in addition to demurrage charges also the rate contract shall be terminated for that NSQ product and supplier shall be blacklisted or debarred for 3 years form participating in any tender issued by the Tender Inviting Authority (TIA) for that item or product.</li> </ul>
2	<p>In case <b>three batches</b> of a particular item supplied by a Firm failed the quality test.</p> <p><i>The quality test to be done by any Government or empaneled NABL accredited lab.</i></p>	<ul style="list-style-type: none"> <li>• <b>Product debarment:</b> In addition to above penalties, the Firm shall be debarred from participation in any tender floated by the TIA for three years from the date of issue of letter of debarment for that item.</li> </ul>
3	<p>Where the supplier has rate contract for <b>three (3) or more items</b> and debarred for a minimum of three items.</p>	<ul style="list-style-type: none"> <li>• <b>Firm Debarment:</b> The firm shall be blacklisted or debarred from participating in any tender for any item(s) issued by the TIA for 3 (three) years from the date of intimation.</li> <li>• <b>Forfeiture of Performance Security:</b> In addition to firm debarment the entire performance security deposited by the supplier shall be forfeited and apportioned towards financial penalty.</li> </ul>

5.18.3 The supplier shall furnish the source of procurement of the raw materials utilized in the formulations, if required by the Tender Inviting Authority. The Authority reserves the right to cancel the Purchase Order and the Rate Contract, if the supplier fails to furnish the same within 30 days from the date of communication.

5.18.4 There should not be any cases of conflict of interest between two or more bidders (cases including single party having common ownership, access to information or controlling authority in more than one bidding firm). Prevalence of conflicting of interest between two or more bidders, if identified at any time during the bidding process then they shall be liable for disqualification.

**UNDERTAKING**  
**(IN NON JUDICIAL STAMP PAPER ONLY)**

To

**Managing Director, AMSCL, Assam**

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, on behalf of M/S \_\_\_\_\_ having registered office at \_\_\_\_\_, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two years from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of .....to supply .....The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than any controlled price or the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of the **Managing Director, AMSCL, Assam** (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
5. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment
11. That we have been granted product permission by the State Licensing Authority for manufacture of quoted products as per the details given below: -

Sl. No.	Name of the Product	Date of product permission obtained from the Licensing Authority	Whether Endorsement is in Generic or Trade Name	Issuing Licensing Authority	Own manufacturing / Loan Licensee (Please mention)	Item manufacturing/ Import License Number for quoted items
1						
2						

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**UNDERTAKING**

**(IN NON JUDICIAL STAMP PAPER ONLY)**

To

**Managing Director, AMSCL, Assam**

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

We,..... do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in AMSCL, ASSAM Tender No..... Date..... for supply of .....

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**ANNEXURE-II**

**DECLARATION**

I / We M/s \_\_\_\_\_ represented by its Proprietor / Managing Director / Partner having its Registered office at \_\_\_\_\_ and factory premises at \_\_\_\_\_ do declare that I / We have carefully read all the conditions of tender in Ref no. \_\_\_\_\_ dated \_\_\_\_\_ for supply of \_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_ floated by the MD, AMSCL, ASSAM, Govt. of Assam and accept all the conditions of the tender.

I / We declare that we possess the valid license and GMP/WHO-GMP & ISO 13485 & BIS/ CE/ US-FDA Certificate as per revised Schedule – 'M' issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Item & Cosmetics Act, 1940 and the Rules made there under. I / We furnish the particulars in this regard in enclosure to this declaration.

I / We agree that the Tender Inviting Authority forfeiting the Earnest Money Deposit and or security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per Schedule M of the said Act for a period of 5 years.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :



**Enclosure to ANNEXURE-II**

**DECLARATION FOR COMPLIANCE OF GMP/WHO-GMP/QMS/BIS/ CE/ ISO 13485/ISO 9001:2015**

- 01. Name and Address of the Firm** :
- 02. Name of the Proprietor / Partner / Director** :
- 03. Name and Designation of person In-charge of factory** :
- 04. Details of License Held with validity** :
- 05. Number of Workers Employed** : Male :  
Female:
- 06. Whether workers provided with uniform** : Yes / No
- 07. Whether regular medical examination done for the workers** :
- 08. Hygienic Condition**
- i. Surrounding : Satisfactory / Not Satisfactory
- ii. Production Areas : Satisfactory / Not Satisfactory
- iii. Other Areas : Satisfactory / Not Satisfactory
- 09. Provision for disposal of waste provided (Details of Disposal System)** : Yes / No
- 10. Heating system provided if so type** : Yes / No
- 11. Whether benches provided for all** : Yes / No
- Working area - Details**
- 12. Water Supply**
- A. Source :
- B. Storage Condition : Satisfactory / Not Satisfactory
- C. Testing records provided (with Reference to Pathogenic Organism) : Yes / No
- D. Cleaning Schedule in Water Supply System with proper records : Yes / No
- 13. Raw Material Storage Area**
- (Storage Facilities / Hygienic Condition) :
- I. Separate Quarantine Area : Provided / Not Provided

II. Separate Area for passed materials : Provided / Not Provided

III. Separate Area for rejected materials : Provided / Not Provided

**14.Finished Product Storage Area**

: (Hygienic / Storage)

I. Quarantine : Provided / Not Provided

II. Released Material : Provided / Not Provided

**15. Details of Technical Staff**

	Name	Qualification	Experience
For Manufacturing	:		
For Testing	:		

**16. Testing Facilities**

Chemical Method : Yes / No

Instrumental : Yes / No

(Type of Instrument Provided)

Biological : Yes / No

Micro Biological : Yes / No

Animal Testing : Yes / No

**17. Remarks**

A. Whether products Quoted TO.....  
Are endorsed in the License : Yes / No

B. Whether items Quoted TO.....  
Have been manufactured for the last 3 years : Yes / No

**If yes, details as under :-**

Sl. No.	Date of Manufacturer	Name of the items	Batch No.	Batch Size	Date of Release

C. Production Capacity (Section Wise)

Type of Equipment Provided	No. of Equipment	Capacity of No. of Equipment Per Shift	No. of Shifts

D. Any, Not Of Standard Quality Reports : Yes / No  
Of Products Quoted to AMSCL(if not, Nil statement, if yes, details)

E. Any Prosecution for the products quoted : Yes / No  
(if not, Nil statement, if yes, details)

F. Chances of Contamination at Raw materials : Yes / No  
/In Process/finished product stages and steps /facilities.

G. Validation of Equipment done / maintenance of proper record : Yes / No  
H. Cleaning Schedule Records

i. For Premises :

ii. For Equipment :

I. Adverse reaction, if any and reported :

J. Complaints received if any and steps taken :

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

To be attested by the Notary

**ANNUAL TURNOVER STATEMENT OF THE BIDDER****(Should be certified by Auditor / Chartered Accountant with full name and UDIN)**

The Annual Turnover of M/s \_\_\_\_\_ for the past three financial years are given below and certified that the statement are true and correct.

Sl No.	Financial Year.	Turnover (Rs) in Lakhs
1.		
2.		
3.		
	Total -	Rs. _____ Lakhs
	Avg. -	Rs. _____ Lakhs

Date :

Seal :

Signature of Auditor / Chartered  
Accountant  
(Name in Capital Letters)  
UDIN

**PERFORMANCE STATEMENT**

Tender No:

Sl.	Name of the product (Items)	Year	Qty supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

**(Please use additional sheets if required)**

SIGNATURE :

NAME &amp; DESIGNATION :

DATE :

NAME &amp; ADDRESS OF THE FIRM :

**DETAILS OF INCOME TAX RETURN**  
(To be filled by the applicant in Non Judicial Stamp)

	<b><u>PROFIT</u></b>	<b><u>TURNOVER</u></b>
For FY <u>2018-19</u> :		
For FY <u>2019-20</u> :		
For FY <u>2020-21</u> :		

**Declaration:** I do hereby declare that the information as given above true & correct.

SIGNATURE :  
NAME & DESIGNATION :  
DATE :  
NAME & ADDRESS OF THE FIRM :  
Email id :  
Contact No :

**Declaration:** I do hereby declare that the information given by my company as detailed above is true best to my knowledge.

Tender No:

**UNDERTAKING FOR EMBOSSMENT OF LOGO & BAR CODING**

**(IN NON JUDICIAL STAMP PAPER ONLY)**

We M/s ..... do hereby declare that, if favored with an order, we will supply the \_\_\_\_\_ embossed with Logo, design and specification given in this enclosure and with the inscription

**“GOVT of ASSAM SUPPLY- NOT FOR SALE  
(FREE DRUGS SERVICE)”**

and as per any other instructions given in this regard.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**DESIGNS FOR LOGOGRAMS**  
**(IN NON JUDICIAL STAMP PAPER ONLY)**

A) **Outer Packet of Items** should bear a distinct colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words

“GOVT of ASSAM SUPPLY- NOT FOR SALE  
(NATIONAL HEALTH MISSION–FREE DRUGS SERVICE)”  
and the logogram below



**SPECIMEN LABEL FOR OUTER CARTON**

GOVT of ASSAM SUPPLY- NOT FOR SALE  
(NATIONAL HEALTH MISSION– FREE DRUG SERVICE)



**Blood Transfusion Set**

**EXP. Date : January 2025**

**BATCH : PSG138**  
**Mfg Date : February 2016**  
**Manufactured by: M/S. Om Ganesh Phrama**  
**38-A, Sector, Soalan, Baddi, Himachal Pradesh,**  
**Pin-780227, India**

**Quantity packed: 10 x 10 x 10**  
**Net weight: 8.5 kg**



**BAR CODING DETAILS**  
**(IN NON JUDICIAL STAMP PAPER ONLY)**

**Tertiary Packing**

Box No. :  
P.O. No. :  
Supplier Name :  
Item Code :  
Item Name :  
Batch No :  
MFG. Date :  
Expiry Date :  
Batch Qty :  
Invoice No :  
D.C. No. :

**1D - GS1** Bar coding as per the information mentioned above is to be printed on the **tertiary packing**

**Secondary Packing**

P.O. No. :  
Supplier Name :  
Item Code :  
Item Name :  
Batch No :  
MFG. Date :  
Expiry Date :

**1D - GS1** Bar coding as per the information mentioned above is to be printed on the **secondary packing**

**DECLARATION ON MANUFACTURING FACILITY**

Tender No. \_\_\_\_\_

For supply of \_\_\_\_\_

1. Name of the Manufacturer :
2. Full Postal Address :
3. Telephone No. /Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by Competent Authority :
8. Valid till :
9. Details of manufacturing activity  
& item wise capacity :
10. **PRODUCTION CAPACITY** item wise per Month :
11. **SPAREABLE CAPACITY** item wise per Month :
12. Has the bidder ever been black listed  
by any govt. agency? If yes, give details. :
13. Are any cases pending in the court related to  
any supplies? If yes, give details :
14. Does the firm have the adequate facilities for  
Inspection and quality control?  
Please give details :
15. Name of Govt. Departments/ Pvt. Institutions : As per enclosure  
to which the bidder already supplied the items  
with quantity value and supply period
16. **Bank Details Manufacturer:**

Bank Name:

Branch Name:

IFSC Code:

Account Number:

MICR No:

I, \_\_\_\_\_ Prop./partner/Director of M/s

\_\_\_\_\_

Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us is proved to be false at the time of inspection and non – compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

★ The details of manufacturing unit shall be for the premises where items quoted are actually manufactured.

**DECLARATION ON MANUFACTURING CAPACITY & SPARABLE CAPACITY**

**(IN NON JUDICIAL STAMP PAPER ONLY)**

<b>Sl. No</b>	<b>Name of the item with specification</b>	<b>Pack Size</b>	<b>Estimated Annual Requirement</b>	<b>Annual Production Capacity</b>	<b>Annual Sparable Capacity for Assam</b>
1					
2					

**SIGNATURE:**

**NAME & DESIGNATION:**

**DATE:**

**NAME & ADDRESS OF THE FIRM:**

**DECLARATION ON MANUFACTURING CAPACITY & SPARABLE CAPACITY****(Must be CA Certified with UDIN code)**

Sl. No	Name of the item with specification	Unit	Estimated Annual Requirement	Annual Production Capacity	Annual Sparable Capacity for Assam
1					
2					

**SIGNATURE:****NAME & DESIGNATION:****DATE:****NAME & ADDRESS OF THE FIRM:**

Signature of Auditor / Chartered  
Accountant  
(Name in Capital Letters)  
UDIN

Tender Ref. No:..... Date:.....

**LIST OF ITEM QUOTED**

Sl. No	Name of the item with specification	Pack size	Tentative Quantity	Price Quoted / Not Quoted
1	Blood Administration Set / Blood Transfusion Set <ul style="list-style-type: none"> <li>• Sharp and easy piercing spike suitable for blood bags and standard blood containers.</li> <li>• Transparent cylindrical drip chamber with filter. Filter size should be 200+20 micrometer.</li> <li>• 150 cm long smooth kink resistant tubing</li> <li>• Efficient roller clamp to control and adjust the transfusion rate.</li> </ul>	Per Piece	<b>2,60,000</b>	
2	Sterile Disposable Perfusion Set with Airway and Needle (Adult Use) <ul style="list-style-type: none"> <li>• For gravity feed only</li> <li>• Sharp and easy piercing spike with air vent</li> <li>• Transparent and flexible drip chamber</li> <li>• 150 cm long smooth kink resistant tubing</li> <li>• Self sealing latex bulb which will also act as an port for extra medication</li> <li>• Efficient roller clamp to control and adjust the fluid rate</li> <li>• 21 G needle.</li> </ul>	Per Piece	<b>30,50,000</b>	
3	Sterile Disposable Perfusion Set (Infusion set) with Airway and Needle (Pediatrics Use) <ul style="list-style-type: none"> <li>• Burette type measured volume chamber of 100 ml</li> <li>• Drop size of approx 60 drops per ml</li> <li>• Injection port, latex free, for intermittent medication.</li> <li>• Floating auto shut off valve (latex free) in burette.</li> <li>• Soft and kink resistant PVC tubing.</li> <li>• Roller controller for flow control</li> <li>• Tube length 150 cm</li> <li>• 23G needle</li> </ul>	Per Piece	<b>2,27,000</b>	
4	Insulin syringe (graduation up to 40 units) with fixed 30G needle.	Per Piece	<b>3,22,500</b>	
5	Sterile Hypodermic Syringe with Needle attached, 24G, Single Use - 2 ml <ul style="list-style-type: none"> <li>• Clear transparent chamber</li> <li>• Prominent graduation</li> <li>• Inert material gasket at the piston to minimize friction during movement &amp; prevent leakage and back</li> </ul>	Per Piece	<b>77,50,000</b>	

	<p>flow</p> <ul style="list-style-type: none"> <li>• Sharp needle ensuring minimum trauma during penetration</li> <li>• Packing: Needle should be attached with the syringe and packed in unit ribbon/blister pack</li> <li>• The words "DESTROY AFTER SINGLE USE" or equivalent should be written on Unit Container</li> </ul>			
6	<p>Sterile Hypodermic Syringe with Needle attached, 24G, Single Use - 5 ml</p> <ul style="list-style-type: none"> <li>• Clear transparent chamber</li> <li>• Prominent graduation</li> <li>• Inert material gasket at the piston to minimize friction during movement &amp; prevent leakage and back flow</li> <li>• Sharp needle ensuring minimum trauma during penetration</li> <li>• Packing: Needle should be attached with the syringe and packed in unit ribbon/blister pack</li> <li>• The words "DESTROY AFTER SINGLE USE" or equivalent should be written on Unit Container.</li> </ul>	Per Piece	<b>88,00,000</b>	
7	<p>Sterile Hypodermic Syringe with Needle attached, 22G, Single Use - 10 ml</p> <ul style="list-style-type: none"> <li>• Clear transparent chamber</li> <li>• Prominent graduation</li> <li>• Inert material gasket at the piston to minimize friction during movement &amp; prevent leakage and back flow</li> <li>• Sharp needle ensuring minimum trauma during penetration</li> <li>• Packing: Needle should be attached with the syringe and packed in unit ribbon/blister pack</li> <li>• The words "DESTROY AFTER SINGLE USE" or equivalent should be written on Unit Container.</li> </ul>	Per Piece	<b>53,24,000</b>	
8	<p>Surgical Blade Sterile, Size 11</p> <ul style="list-style-type: none"> <li>• Single peel pack in metal foil</li> <li>• The tip of the blade shall be well defined, central and sharp. There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge.</li> <li>• The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion.</li> </ul>	Pack of 100	<b>2,250</b>	
9	<p>Surgical Blade Sterile, Size 15</p> <ul style="list-style-type: none"> <li>• Single peel pack in metal foil</li> <li>• The tip of the blade shall be well defined, central and sharp. There shall be no waviness, jags, feathers, nicks, or other defects on the cutting edge.</li> <li>• The surfaces of the blade shall be smooth and free from tool marks and any sign of corrosion.</li> </ul>	Pack of 100	<b>2,900</b>	
10	<p>Urine Collection bag, disposable, 2000 ml with comfortable &amp; quality straps.</p>	Per Piece	<b>3,62,000</b>	

11	Epidural Set Adult (18G touchy needle with 20G epidural catheter with LOR needle and bacterial filter)	Per Piece	3,400	
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**Declaration:** I do hereby declare that the above statement/offered specification are true/correct to the best of my knowledge.

**SIGNATURE** :

**NAME & DESIGNATION** :

**DATE** :

**NAME & ADDRESS OF THE FIRM** :



**UNDERTAKING ON FRAUD & CORRUPTION**  
**(IN NON JUDICIAL STAMP PAPER ONLY)**

We ..... do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of \_\_\_\_\_ under tender reference no ..... we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**AGREED TERMS & CONDITIONS**  
**(IN NON JUDICIAL STAMP PAPER ONLY)**

Tender No. .... Date .....

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means the **Managing Director, AMSCL, Assam** or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.**

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	<b>C. Technical</b>	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	

6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	<b>D. Commercial</b>	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price per item is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes including Entry Tax.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT on %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated under clause 15 of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to	

	weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of 26 months from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 12 months from the date of initial order at same price and terms & conditions.	
18.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	
19.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
20.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	
23	Confirm that supplier will be responsible for arranging Road Permits for dispatch of consignments to Assam	

SIGNATURE :  
NAME & DESIGNATION :  
DATE :  
NAME & ADDRESS OF THE FIRM

**CHECK LIST**

All documents must be uploaded on the website <http://assamtenders.gov.in>

Sl.	Cover A	YES	No	PAGE No.
1	Court Fee Stamp/IPO affixed			
2	EMD in the form of DD/Banker's Cheque furnished			
3	Documentary evidence for the Constitution of the company			
4	Valid Manufacturing License issued by the competent Licensing Authority for each and every product quoted			
6.	Import license (if applicable)			
7	The instruments such as Power of Attorney, Resolution of Board etc. & Authorization Letter ( where applicable)			
8	Market Standing Certificate (either 2019-20 & 2020-21 or 2020-21 & 2021-22) issued by Competent Authority			
9	Undertaking as per Annexure IA and IB			
10	Non Conviction Certificate (2018-19, 2019-20 & 2020-2) issued by Competent Authority			
11	<b>GMP/WHO-GMP/QMS/BIS/ CE/ ISO 13485/ISO 9001:2015</b> Certificate Annexure II & Enclosure to Annexure II			
12	Annual Turnover Statement for last 3 years as per Annexure-III & Financial Statements 2018-19, 2019-20 & 2020-21			
13	Performance Statement as per Annexure-IV and copy/copies of orders for each quoted item/items order/orders of Govt./Govt. Org. during any of the FY 2018-19, 2019-20 & 2020-21			
14	Income Tax return details as Annexure –V (with details of acknowledgement)			
15	Copy of Permanent Account Number			
16	Undertaking for Embossment of logo and Bar Coding as per Annexure –VI, VIA & VIB.			
17	Details of Manufacturing Unit as per Annexure –VII and <b>DECLARATION ON MANUFACTURING CAPACITY &amp; SPARABLE CAPACITY</b> as per Annexure –VII-A. <b>DECLARATION ON MANUFACTURING CAPACITY &amp; SPARABLE CAPACITY certified by CA with UDIN</b> as per Annexure –VII-B			
18	List of items quoted Annexure-VIII			
19	Undertaking on Fraud & Corruption as per Annexure - IX			
20	Agreed Terms & Conditions as per Annexure- X			
21	List of items quoted with Product compliance as per Annexure-XIII			
22	Registration no with GST			
<b>SI</b>	Signature & seal on all pages of the Tender Document	<b>YES</b>	<b>NO</b>	
1.	<b>FINANCIAL BID/PRICE BID</b>			
	Price Bid/BOQ (only to be uploaded in e-Portal)			

**PRICE BID/BOQ (To be uploaded only)**

Tender Ref. No:..... Date.....

SI No	Name of the item with specification	Pack Size	Unit Rate (Per Foil, Per Reel, Per piece, Per Pack, Per Unit, Nos, Pack etc) (in Rupees)	Applicable Taxes in Rs. (in Rupees)	Total Amount (all taxes & transportatio n etc) (in Rupees) (4+5)
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					
7					
8					

**NOTE: Taxes as per GST.**

**SIGNATURE** :  
**NAME & DESIGNATION** :  
**DATE** :  
**NAME & ADDRESS OF THE FIRM** :

**LIST OF QUOTED ITEM/ITEMS WITH PRODUCT COMPLAINE**  
**(IN NON JUDICIAL STAMP PAPER ONLY)**

Tender Sl. No	Name of the item with tender specification	Specification offered by the bidder in the bid	Deviation if any (in terms of specification / pack size)

**Declaration:** I do hereby declare that the above statement/offered specification are true/correct to the best of my knowledge.

**SIGNATURE:**

**SEAL OF THE FIRM:**

**NAME & DESIGNATION:**

**DATE:**

**NAME & ADDRESS OF THE FIRM with contact details (mail/phone no):**

**RATE CONTRACT AGREEMENT**

This Deed of Agreement is made on this.....day of month.....and year.....by **Assam Medical Service Corporation Ltd.** represented by the **Managing Director, AMSCL, Assam** having its office at (hereinafter referred to as the "Purchaser" which term shall include its successors, representatives, executors, assigns and administrators unless excluded by the contract) on one part.

And

M/s .....represented by its Proprietor/Managing Partner/Managing Director having its Registered Office at.....  
.....  
.....and its factory premises at.....  
.....(hereinafter referred to as "Supplier" which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the contract) on the other part

1. Whereas the Supplier has agreed to supply to the Purchaser or the concerned Procuring Agency, the items with specifications mentioned in the Schedule-A attached hereto at the prices noted therein and in the manner and under the terms and conditions hereinafter mentioned and whereas the Supplier has agreed to deposit with the Purchaser or the concerned Procuring Agency a sum equivalent to 5 % of the total value of each Purchase Order issued by the Purchaser or the concerned Procuring Agency with reference to this Rate Contract Agreement, as Performance Security for the due and faithful performance of this Agreement, to be forfeited in the event the Supplier failing duly and faithfully to perform.
2. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Purchaser and the Supplier do hereby mutually covenant, declare, contract and agree in the manner following, that is to say,
  - (a) The term "Agreement", wherever used in this connection, shall mean and include the terms and conditions contained in the Tender floated by the Purchaser for the rate contract for items (Tender No.....dated.....for one year Rate Contract ending.....) and Technical Bid opened on ....., Instructions to Bidders, Terms & Conditions of the Tender, Acceptance of Bid, particulars hereinafter defined and those general and special conditions that may be added from time to time.
  - (b) The Agreement is for the supply by the Supplier to the Purchaser of the items specified in the agreement on the terms and conditions set forth in the Agreement.
  - (c) This Agreement shall be deemed to have come into force with effect from the date of



issuance of letter of acceptance i.e. on .....and it shall remain in force up to .....

- (d) The price of each item in the Schedule-A attached hereto is valid for the Agreement period indicated in Clause (b) above. The Supplier shall make supplies of the items on the basis of the Purchaser Orders placed on him from time to time by the ordering Authorities specifying the quantities required to be supplied at the specific location in the state of Assam.

### **3. TERMINATION OF CONTRACT ON BREACH OF CONDITION**

- (a) In case the Supplier fails or neglects or refuse to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as PERFORMANCE SECURITY and cancel the Contract.
- (b) In case the Supplier fails, neglects, or refuse to observe, perform, fulfill and keep, all or any one or more or any part of any one of the covenants, stipulation and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expenses, difference in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and/or any other Contract and in case such last mentioned moneys are insufficient to cover all damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Performance Security made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the performance of this Contract.
- (c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Bid or otherwise, is false, the Purchaser may put an end to the Contract/Agreement wholly or in part and thereupon the provisions of Clause (a) above shall apply.
- (d) The Purchaser reserves the right to terminate without assigning any reasons thereof the Contract/Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.

### **4. NOTICE ETC, IN WRITING**

All Certificates or Notice or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

### **5. SUPPLIERS NOT HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES**

The Supplier shall not be in any way interested in or concerned directly or indirectly with,

any of the Officers, Subordinate or Servants of the Purchaser in any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing of the Purchaser obtained in first hand.

## 6. BANKRUPTCY OF THE SUPPLIER

In case the Supplier at any time during the continuance of the Contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.

## 7. SERVING OF NOTICE ON SUPPLIER

All notice or communication relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.

8. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the **Managing Director, AMSCL, Assam** in the matter shall be final and binding.
9. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Govt. and the decision of the Govt. shall be final.

SUPPLIER  
(Signature, Name  
& Address with Stamp)

Managing Director, AMSCL, Assam

Witness (Signature, Name & Address)

Witness (Signature, Name & Address)

1.

1.

2.

2.

**ANNEXURE-B**  
**(RATE CONTRACT AGREEMENT)**  
**(To be submitted in Non-Judicial stamp paper)**  
**(DETAILS OF RATER QUOTED BY MANUFACTURER OR IMPORTER)**

SL	NAME OF ITEM	PACK SIZE	Approved L-1 rate (Per Foil, Per Reel, Per piece, Per Pack, Per Unit, Nos, Pack etc) In Rupees (without GST	Applicable GST (in Rupees)	GST AMOUNT (Rs)	UNIT RATE WITH GST (Rs)	HSN CODE

**ANNEXURE-'C' (to be submitted in Non-Judicial stamp paper)**

<b><u>DETAIL FOR COMMUNICATION WITH MANUFACTURER/IMPORTER ALONG WITH BANK DETAILS</u></b>		
<b>Manufacturer Details</b>	Manufacturer Name	
	Address	
	State	
	District	
	Post Office with Pin Code	
	Telephone No (with STD code)	
	Mobile No	
	Fax	
	Email-ID	
	CST No.	
	PAN No.	
	TIN No.	
	GSTN No.	
<b>Bank Details Manufacturer</b>	Bank Name	
	Branch Name	
	IFSC Code.	
	Account Number	
	MICR No.	

**SIGNATURE**

**SEAL**

**NAME & DESIGNATION**

**DATE**