



**OFFICE OF THE MISSION DIRECTOR**  
**NATIONAL RURAL HEALTH MISSION, ASSAM**  
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,  
G.S ROAD, GUWHATI 781005

**TENDER FOR SUPPLY OF TAB. LABETALOL & INJ. LABETALOL  
(NATIONAL COMPETITIVE BIDDING)**



**OFFICE OF THE MISSION DIRECTOR  
NATIONAL RURAL HEALTH MISSION, ASSAM**  
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,  
G.S ROAD, GUWHATI 781005

Website : [www.nrhmassam.in](http://www.nrhmassam.in)

e-mail : [misnrhm.assam@gmail.com](mailto:misnrhm.assam@gmail.com)

**TENDER FOR THE SUPPLY OF TAB. LABETALOL & INJ. LABETALOL**

Tender Reference No	: NRHM/PROC/DRUGS/MH/590/2012-13/39992 Date 26/12/2013
Date of commencement of Sale of Tender Documents	: 27/12/2013
Last Date of Sale of Tender Document	: 16/01/2014
Last Date and Time of receipt of Tender	: 17/01/2014 till 2 pm
Date and Time of opening Tender	: 17/01/2014 at 3 pm
Place of opening Tender.	: Office of the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Address for Communication	: Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Cost of Tender Documents in Demand Draft	: Rs. 2000/- (Rupees Two Thousand)only in the form of Demand Draft in favour of State Health Society, Assam



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### **TENDER FOR THE SUPPLY OF DRUGS**

Sealed quotation in Two Bid System (Technical & Price bid in 2 separate sealed envelopes) affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside State of Assam) only are invited from the manufacturers or authorized distributors/dealers for “**SUPPLY OF TAB. LABETALOL & INJ. LABETALOL**” under Health & F.W. Dept. Govt. of Assam & National Rural Health Mission, Assam.

1. **LAST DATE FOR RECEIPT OF TENDERS.**

**Sealed Tenders in two separate covers {Technical bid (Cover “A”) and Price Bid (Cover “B”)} will be received up to 17/01/2014 till 2 PM** by the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Srinagar path, Christianbasti, G S Road, Guwahati-781005, Assam

2. **IMPORTANT NOTE:**

Notwithstanding anything contained elsewhere in the bid document, the following conditions shall prevail:

- a) The tendered items shall be procured from reputed manufacturers having valid **WHO-GMP** certificate and for such items batch wise test certificate from NABL approved laboratories shall have to be provided.
- b) The drugs/pharmaceuticals offered for supply shall be in **Generic Name** only.
- c) Delivery of the ordered items shall be affected at the NRHM State Store, Guwahati.

3. **ELIGIBILITY CRITERIA**

- A. Bidder shall either be a manufacturer or a distributor/dealer having experience of supplying drugs and surgicals.
- B. Average Annual Turnover of the bidder (who is not a manufacturer) from sale of drugs/pharmaceuticals and surgical in the last three financial years i.e. 2010-11 , 2011-12 & 2012-13 shall not be less than **Rs 15.00 Lakhs**
- C. Manufacturer participating as bidder or manufacturer from whom the drugs, ampoules or injectables, etc shall be procured by a dealer should have an average Annual Turnover of **Rs 35.00 (Thirty five) Crores** from sale of

- drugs/pharmaceuticals and surgicals in the last 3 financial years.
- D. Bidder should have at least 3(Three) years Market Standing as supplier of drugs and surgicals.
  - E. Manufacturers from where drugs will be sourced shall possess valid **WHO- Good Manufacturing Practice (GMP)** certificate issued by the Licensing Authority valid for past three years.
  - F. **Bidders shall possess valid Drug License.**
  - G. Company/Firm/Manufacturer which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting.

4. **GENERAL CONDITIONS.**

- (I) Tentative quantity of Drugs : 1. Inj. Labetalol = 30,000 (approx).  
2. Tab Labetalol = 5,00,000 ( approx)
- (II) A complete set of tender documents may be purchased by any interested eligible firm on an application in writing and upon payment of a non refundable fee of Rs 2000.00 in the form of Demand Draft drawn in favour of the "State Health Society, Assam".
- (III) The tender documents may also be downloaded from the official website- [www.nrhmassam.in](http://www.nrhmassam.in) .The bidder downloading the Bid document from the website will be required to deposit Rs 2000/- (non – refundable) in favour of " State Health Society, Assam" in the form of Demand Draft while submitting the tender. Tender without the fee of Rs 2000/- will not be accepted.
- (IV) All tenders must be accompanied with Earnest Money Deposit as specified in the relevant clause of the Tender document.
- (V) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time as stipulated in the tender document.
- (VI) At any time prior to the date of submission of tender, the tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender documents by an amendment. All prospective bidders who have received the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.
- (VII) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority.
- (VIII) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (IX) When a bidder specifies name of the manufacturers of different products in the format at Annexure IX, all required documents (specifically Average Annual Turnover Statement & WHO GMP Certificate) of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

5. **TECHNO-COMMERCIAL BID - COVER "A"**

The Bidder should furnish the following in a separate cover hereafter called "**Cover A**". (Court Fee Stamp/IPO must be affixed)

- A. **EARNEST MONEY DEPOSIT :**  
Earnest Money Deposit shall be **1.00 Lakh** (Rupees One Lakh) only in the form of Demand Draft/Banker's Cheque favoring "State Health Society, Assam", payable at Guwahati. Earnest Money Deposit in the form of Cheque / Cash / Postal order or any other form will not be accepted. Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by the Bidder.
- B. **CONSTITUTION OF THE COMPANY**  
Documentary evidence regarding constitution of the company /concern such as Memorandum of 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.
- C. **MANUFACTURING LICENCE**  
Attested photocopy of valid Manufacturing License duly approved by the Licensing authority for the products quoted should be enclosed.
- D. **DRUG LICENSE OF BIDDER:**  
Attested photocopy of valid Drug License issued by the Licensing Authority for the products quoted.
- E. **IMPORT LICENCE**  
Attested photocopy of import license if the products are imported. The license must have been renewed up to date. A copy of a valid license for the sale of Drugs imported by the firms issued by the Licensing Authority shall be enclosed.
- F. **POWER OF ATTORNEY TO SIGN**  
Attested photocopy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.
- G. **UNDETAKEING OF BIDDER:**  
Undertaking in the form at **Annexure-I**
- H. **AUTHORISATION**  
Authorization letters from all the manufacturers concerned in the format at **Annexure -II**. Bids without authorization letters will be disqualified.
- I. **NON-CONVICTION CERTIFICATE**  
Attested copy of Non-conviction Certificate issued by the Drugs Controller of the state certifying that the drugs quoted have not been cancelled for last three years.
- J. **WHO-GOOD MANUFACTURING PRACTICE CERTIFICATE**  
Attested photocopy of valid WHO - Good Manufacturing Practice (GMP) Certificate (for manufacturers only whose drugs have been quoted in the tender) issued by the Competent Authority valid for past three years. The Bidder shall also furnish a notarized affidavit in the format given in **Annexure- III** declaring that the Bidder complies with the requirements of WHO-GMP.
- K. **ANNUAL TURNOVER**  
Annual turnover statement from sales of drugs & pharmaceuticals for 3 years i.e.,

2010-11, 2011-12 & 2012-13 in the format given in **Annexure-IV A and Annexure IV B** certified by the Auditor/Chartered Accountant. **It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**

- L. **EXECUTION OF SIMILAR CONTRACTS**  
Details of supplies (medicines & surgical) made during the last 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure V**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any for the last 3 years to be highlighted with copies of Purchase Orders Performance Certificates.
- M. **SALES TAX CLEARANCE CERTIFICATE**  
Sales Tax Clearance certificate, as on 31<sup>st</sup> march of last financial year (as per form attached in **Annexure-VI**).
- N. **UNDERTAKING OF PROVIDING LOGO**  
Undertaking (as per **Annexure-VII**) for embossment of logo on tablets, capsules, vials, ampoules, bottles, tubes etc. as the case may be, and for supply of tablets/capsules in strips as per conditions specified at Clause 19 herein.
- O. **DETAILS OF MANUFACTURING UNIT**  
Details of Manufacturing Unit in **Annexure-VIII**. The details containing the name & address of the premises where the items are actually produced.
- P. **LIST OF ITEMS QUOTED:**  
The List of items quoted shall be furnished as per **Annexure - IX**. The list shall specifically indicate manufacturer's name along with composition and pack size.
- Q. **UNDERTAKING ON FRAUD & CORRUPTION**  
Undertaking on fraud and corruption in the format at **Annexure-X**  
**\* It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**
- R. **AGREED TERMS & CONDITIONS:**  
Agreed Terms & Conditions as per **Annexure XI**
- S. **SIGNATURE AND SEAL ON EACH PAGE**  
The tender document should be signed by the Bidder in all pages with office seal.
- T. **CHECKLIST OF DOCUMENTS**  
A Checklist (**Annexure-XII**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XII** and should be securely tied or bound.  
The above documents should be sealed in a separate Cover Superscribed as "TECHNICAL BID - COVER "A" - TENDER FOR SUPPLY OF TAB. LABETALOL & INJ. LABETALOL DUE ON 17/01/2014" and addressed to the Mission Director, National Rural Health Mission, Assam. Saikia Commercial Complex, SrinagarPath, G S Road, Guwahati-781005

6. **PRICE BID - COVER "B"**

Cover "B" contains Commercial Bid of the Bidder.

- A. **SIGNATURE AND SEAL ON EACH PAGE**  
Each page of the price bid should be duly signed by the Bidder affixing the office

seal.

**B. SIGNATURE ON CORRECTION**

Bid should be typewritten and every correction in the bid should be attested with full signature by the Bidder, failing which the bid will be ineligible. Corrections done with correction fluid should also be duly attested.

**C. ITEMS QUOTED AND RATES**

The Bidder shall fill up the **Annexure-XIII** for item/s quoted .

**D. LANDED COST**

The rate quoted per unit or landed price in **Annexure-XIII** shall be inclusive of Excise duty, sale tax, packaging charge, freight, Insurance etc.

**E. UNIT SIZE/ RATE**

The rate quoted in **Annexure-XIII** should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the **Annexure-XIV**.

The bidders shall submit duly signed **Annexure-XIII** in a sealed cover Superscribed as **"PRICE BID COVER "B" - TENDER FOR SUPPLY OF TAB. LABETALOL & INJ. LABETALOL DUE ON 17/01/2014"**

The above documents should be sealed in a separate Cover Superscribed as **"COMMERCIAL BID - COVER "B" - TENDER FOR SUPPLY OF TAB. LABETALOL & INJ. LABETALOL DUE ON 17/01/2014"** and addressed to the Mission Director, National Rural Health Mission, Assam. Saikia Commercial Complex, Srinagarpath, G S Road, Guwahati-781005

Two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed in a cover which shall be sealed and Superscribed as **"TENDER FOR SUPPLY OF TAB. LABETALOL & INJ. LABETALOL DUE ON 17/01/2014"**and addressed to the Mission Director, National Rural Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, G S Road, Guwahati-781005

**7. OPENING OF COVER "A" AND COVER "B" OF TENDER**

- A. All bidders are entitled to be present at the date and time for opening of Technical Bid - Cover "A" of the tender submitted by them.
- B. Only those bidders whose Technical Bids are found to be acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B" of the tender. The price bids of tenderers not found technically qualified shall not be opened.

**8. VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse

extension request without forfeiting the bid security.

9. **VALIDITY OF OFFER OF SUCCESSFUL BIDDER:**

The validity of offer of the successful bidder shall be at least 02(two) years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

10. **OTHER CONDITIONS**

A. **ITEM DETAILS & QUANTITY**

The details of the required items are shown in **Annexure-XIV**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

B. **GENERIC NAMES**

Tender has been called for in the **generic names of drugs**. 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-XIV**. Any variation found will result in the rejection of the tender.

C. **FIRM RATES**

Firm Rates (inclusive of Excise Duty, sales tax, transportation, insurance, PACKAGING/KITTING CHARGES and any incidental charges) should be quoted for each of the required drugs, medicines etc., ALONGWITH TOTAL PRICE OF INDIVIDUAL KIT on door delivery basis according to the units ordered. Tender for supply of drugs, medicines, etc. with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with successful bidders. The rates quoted and accepted will be binding on the Bidder for the stipulated period and any increase in the price will not be entertained till the completion of this tender period.

D. **UNIT RATE AND TOTAL VALUE**

Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

E. **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 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.

F. **NO REVISION/CORRECTION OF RATES**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision



or modification in the rates quoted by him. Representation to make correction in the tender 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 tenders.

G. **FIRM DELIVERY SCHEDULE**

Firm delivery schedule shall be mentioned in the tender. 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 be made directly by the bidder and not through any other agency.

H. **INSPECTION**

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.

I. **ROAD PERMITS**

Tender Inviting Authority will not take any responsibility for supplying Road Permits. It will be the responsibility of supplier to arrange for Road Permits for dispatch of consignments to Assam.

11. **ACCEPTANCE OF TENDER**

A. **TENDER EVALUATION**

Bids will be evaluated with reference to the rate per unit (landed price) for determining the L1 rate (Lowest rate). Conditional discounts shall not be taken into account for price comparison. However, same shall be considered in case of placing order on the party who happens to be the L1 bidder.

B. **RIGHT TO REJECT TENDER**

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

C. **TENDER ACCEPTANCE**

The acceptance of the tenders will be communicated to the successful bidders in writing.

12. **AGREEMENT**

- A. The successful Bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- B. **NON ASSIGNMENT**  
The Successful Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever
- C. **COMMUNICATION**  
All notices or communications relating to 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.

13. **SECURITY DEPOSIT**

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee from any Indian Schedule bank in favour of the Tender Inviting Authority valid for a period of 6 months from the date of order. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

14. **SUPPLY CONDITIONS**

- A. **PURCHASE ORDER**  
Purchase orders will be placed on the successful Bidder at the discretion of the Tender Inviting Authority.
- B. **SPECIFICATION & QUALITY**  
The items supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the **Annexure-XIV**.
- C. **DELIVERY PERIOD**  
The supply should be started within 45 (forth five) days from the date of purchase order and should be completed within 90 (ninety) days, from date of order.
- D. **Delivery Point/Destination**  
The items shall be delivered at the NRHM, State Store, Guwahati
- E. **Penalty for Delayed Delivery**
  - (i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 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.
  - (ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

F. **ALTERNATIVE PURCHASE**

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items of drugs and medicines for which the purchase orders have been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit.

G. **SHELFLIFE**

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 medicines and drugs (covered in SCHEDULE P of the Drugs and Cosmetics Act 1940) should have a maximum potency throughout the shelf life period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under. All other items of drugs and medicines should have shelf-life of minimum 2 years from the date of manufacture. The medicines should be supplied within 60 days from the date of manufacture.

H. **TEST REPORT**

The successful Bidder must submit batch wise Test Analysis report from NABL Certified Labs for every batch of drug, before commencement of supply. The bidder shall supply the goods to the designated warehouses, only after receipt of Dispatch Clearance from the Tender Inviting Authority.

I. **DELIVERY OF PRODUCTS**

The successful Bidder shall supply the product to reach the designated warehouse/ consignee within 60 days from the date of manufacture of that product. In case, the product is received after 90 days from date of manufacture and the product is not consumed before its expiry date the supplier shall be permitted to replace the expired quantity with fresh stock of longer shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

J. **SHORTAGES & DAMAGE**

It shall be the responsibility of the Successful Bidder for any shortages/damage at the time of receipt in Warehouse. Tender Inviting Authority is not responsible for the stock of drug received, for which no order is placed.

K. **EXPIRY OF SHELFLIFE**

The Bidder shall take back Drugs, which are not utilized by the Tender Inviting Authority within the shelf life period based on mutual agreement.

15. **FORCE MAJUERE**

The above conditions of delivery period, price reduction & 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 purchaser at his 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.

16. **FRAUD & CORRUPTION:**

The bidders, suppliers & 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, of any thing 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 order to 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.

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 directed at any subsequent stage or during execution of the contract , the tender inviting authority reserves the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder .-

In the bid document itself, an undertaking from the bidders may be obtained in the format at **ANNEXURE-X**.

17. **LOCAL CONDITIONS:**

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

18. **LOGOGRAMS**

Logogram means, wherever the context occurs, the design as specified in **Annexure-VII B**.

- A. Tenders for the supply for Drugs and surgicals etc., shall be considered only if the Bidder gives undertaking in his tender that the supply will be prepared and packed with the logogram either printed or embossed or affixed on tablets and capsules,

- bottles etc., as per the design enclosed as per **Annexure-VII A**.
- B. All vials, ampoules and surgical items have to be supplied in standard packing with printed logogram and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
  - C. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement.

19. **PACKING**

- A. The Drugs and medicines shall be supplied in the package specified in **Annexure-XV** and the package shall carry the logograms specified in Annexure-VII B.
- B. The packing in each carton shall be strictly as per the specification mentioned in Annexure-XV. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
- C. The cap of bottled preparations should not carry the name of the supplier.
- D. The capsule shall have the name of the drug, in addition to the logo.
- E. It should be ensured that only first hand fresh packaging material of uniform size including bottle and vial is used for packing.
- F. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- G. Packing should be able to prevent damage or deterioration during transit.
- H. In the event of drugs supplied found to be not as per specifications in respect of their packing, the Tender Inviting Authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in 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 tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 24.

20. **QUALITY TESTING**

- A. Samples of supplies in each batch will be chosen at the point of supply or distribution / storage points for testing. The samples will be sent to different laboratories for testing as decided by the Tender Inviting Authority.
- B. 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.
- C. In the event of the samples of Drugs and medicines supplied failing quality tests or found to be not as per specifications the Tender Inviting Authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in 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 tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 24.

21. **PAYMENT PROVISIONS**

- A. Payments towards the supply of drugs and surgicals will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque drawn in favour of the supplier.
- B. On completion of supplies of ordered quantities bills/ Invoices along with Batch Analysis report from NABL Certified Labs for every batch supplied should be raised in triplicate in the name of the Tender Inviting Authority with address.
- C. 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 Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority 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.
- D. 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 drugs approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- E. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 15 E will be applicable.
- F. If the supply is received 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 the Tender Inviting Authority on the total value of supply to that particular warehouse.
- G. The successful bidder will be required to supply the products with logogram 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 Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice to the right of alternative purchase as specified in Clause No. 15 F. No deviation in logogram shall be accepted.

22. **ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated & lowest bidder.

23. **QUALITY CONTROL DEDUCTION & OTHER PENALTIES :**

- A. If the samples do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter/notice from the Tender Inviting Authority. The stock shall be taken back at the expense of the supplier. Tender Inviting Authority has the right to destroy such DRUGS NOT CONFORMING TO STANDARDS if the supplier does not take back the goods within the stipulated time. Tender Inviting Authority will arrange to destroy the DRUGS NOT CONFORMING TO STANDARDS within 90 days after the expiry of 30 days mentioned above, without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till such destruction.
- B. If any items of Drugs / Medicines supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such items will be recovered from the supplier, if payment had already been made to him. In other words the supplier will not be entitled to any payment whatsoever for Items of drugs found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the supplier. On the basis of nature of failure, the supplier of the product (s) will be liable for Black Listing.
- C. In case of supply of drugs of NOT OF STANDARD QUALITY, the Directorate of Drugs Control will be informed for initiating necessary action on the supplier and that product shall be banned and no further supplies accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders of Tender Inviting Authority for supply of such drugs for a period of five subsequent years.

- D. The supplier shall furnish the source of procurement of raw materials utilized in the formulations if required by Tender Inviting Authority. Tender Inviting Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.
- E. The decision of the Tender Inviting Authority or any officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
- F. Tender Inviting Authority 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.
- G. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- H. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.
- I. 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 Tender Inviting Authority 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.
- J. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

24. **ARBITRATION**

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Rural Health Mission, Assam or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

25. **SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

26. **LAWS GOVERNING THE CONTRACT & JURISDICTION**

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Assam only.



**UNDERTAKING (for the Bidder)**

To

Mission Director,  
National Rural Health Mission, 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 three 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 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 ..... (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.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure -II

**MANUFACTURER'S AUTHORIZATION FORM (for the Manufacturer)**

**NO.**

**DATED**

To,

Mission Director  
National Rural Health Mission, Assam

Tender No.

Dear Sir,

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having  
factories at

\_\_\_\_\_ registered office

at \_\_\_\_\_

possessing \_\_\_\_\_ manufacturing \_\_\_\_\_ License \_\_\_\_\_ No.

\_\_\_\_\_ dated \_\_\_\_\_

Valid up to \_\_\_\_\_ hereby authorize \_\_\_\_\_ (name and  
address of representative and firm), to submit a bid and subsequently negotiate and sign the  
contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.

(Attach Separate sheet if necessary)

SIGNATURE \_\_\_\_\_ :

NAME & DESIGNATION \_\_\_\_\_ :

**Annexure-III (for the Manufacturer)**

**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 Drugs and Medicines for the period from \_\_\_\_\_ to \_\_\_\_\_ floated by the MD, NRHM, Assam, Govt. of Assam and accept all the conditions of the tender.

I / We declare that we possess the valid license and WHO-GMP Certificate as per revised Schedule – 'M' issued by the Competent Authority and comply and continue to comply with the conditions laid in Schedule M of Drug & 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-III**

**DECLARATION FOR COMPLIANCE OF WHO - G.M.P**

- 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 Drug	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  
Of Products Quoted to TNMSC (if not,  
Nil statement, if yes, details) : Yes / No

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

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

G. Validation of Equipments done / maintenance  
Of proper record : Yes / No

H. Cleaning Schedule Records

i. For Premises :

ii. For Equipments :

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



**Annexure-IV A**

**ANNUAL TURNOVER STATEMENT OF THE BIDDER (from Sales of Medicines & Surgicals)**

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

Sl No.	Year	Turnover in Lakhs
1.	2010-11	
2.	2011-12	
3.	2012-13	
	Total	- Rs. _____ Lakhs
	Avg.	- Rs. _____ Lakhs

Date :

Seal :

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

**Annexure-IV B**

**ANNUAL TURNOVER STATEMENT OF THE MANUFACTURER (from Sales of Medicines & Surgicals)**

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

Sl No.	Year	Turnover in Lakhs
1.	2010-11	
2.	2011-12	
3.	2012-13	
	Total	- Rs. _____ Lakhs
	Avg.	- Rs. _____ Lakhs

Date :

Seal

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

**Annexure-V**  
**Performance Statement (for the Bidder)**

**Tender No:**

<b>Sl.</b>	<b>Name of the product (only for medicine &amp; surgicals in Kitting Job)</b>	<b>Year</b>	<b>Qty supplied</b>	<b>Value</b>	<b>Name and full address of the purchaser</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1.</b>					
<b>2.</b>					
<b>3.</b>					

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

**Annexure-VI**  
**CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT**

**(To be filled by the applicant)**

**01.** Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment .....

**02.** a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.....  
.....

b. Places of business of the applicant (All places of business should be mentioned)  
.....

**03** The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished).  
.....  
.....

**04 a.** Total contract amount in the preceding three years.

i. 2010 - 11

ii. 2011 - 12

iii. 2012- 13

**b.** Particulars of Sales Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax Assessed Rs.	Total Tax paid Rs.	Balance Due Rs.	Reasons for balance Rs.
2010-11					
2011-12					
2012-13					

**c.** If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent.

**d.** Whether any penal action or proceeding for the recovery of Sales Tax is pending

e. The name and address of Branches if any:

I declare that the above mentioned information is correct and complete to the best of my knowledge and belief.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

**Enclosure of Annexure-VI**

**(To be issued by the Sales Tax Assessing Authority)**

In my opinion, the applicant M/s..... has been / has not been / doing everything possible to pay the Tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax Officer

Note : Separate certificates should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax officer or Assistant Commercial Tax Officer having jurisdiction over that place.

**Annexure-VII**

**Tender No:**

**UNDERTAKING FOR EMBOSSEMENT OF LOGO**

**We M/s ..... do hereby declare that, if favored with an order, we will supply the \_\_\_\_\_ embossed with NRHM Logo, design and specification given in this enclosure and with the inscription “NATIONAL HEALTH MISSION – FREE DRUG SERVICE” and as per any other instructions given in this regard.**

**SIGNATURE :**

**NAME & DESIGNATION :**

**DATE :**

**NAME & ADDRESS OF THE FIRM :**

**DESIGNS FOR LOGOGRAMS**

**A) Injections** in ampoule form should be supplied in double constructed neck ampoules with the label bearing the words “**NATIONAL HEALTH MISSION – FREE DRUG SERVICE** “ overprinted and the following logogram which will distinguish from the normal trade packing.



The vials should be supplied with aluminum seal containing the following logogram.





B) **Liquids** or liquid preparations should be in glass bottles with pilfer proof caps bearing the following logogram:



NRHM, ASSAM

The top of the cap and labels to be affixed on the containers 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 “**NATIONAL HEALTH MISSION FREE DRUG SERVICE** “ and the logogram above.

**Annexure – VIII**

**Declaration on Manufacturing facilities**

**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 :
  8. Valid till :
  9. Details of manufacturing activity & item wise capacity :
  12. Name of Govt. Departments/ Pvt. Institutions to which the bidder already supplied the items with quantity value and supply period : As per enclosure
  18. Has the bidder ever been black listed by any govt. agency? If yes, give details. :
  14. Are any cases pending in the court related to any supplies? If yes, give details :
  15. Does the firm have the adequate facilities for Inspection and quality control? Please give details :
- 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 two years 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.

**Annexure IX**  
**Tender No. \_\_\_\_\_**

**List of Items quoted with name of Manufacturer**

<b>Sl. No</b>	<b>NAME OF THE DRUGS/PHARMACEUTICALS</b>	<b>QUANTITY</b>	<b>Name of Manufacturer</b>	<b>Price Quoted / Not Quoted</b>
<b>1</b>	<b>Inj. Labetelol</b>	<b>30,000</b>		
<b>2</b>	<b>Tab. Labetelol</b>	<b>5,00,000</b>		

**Annexure-X**

**UNDERTAKING ON FRAUD & CORRUPTION (for both manufacturer and bidder)**

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 :

**Annexure – XI**

**NATIONAL RURAL HEALTH MISSION, ASSAM**

**AGREED TERMS & CONDITIONS**

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 Mission Director, National Rural Health Mission, 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 is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
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 (Copy of Price list to be enclosed).	
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 6 months from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 34 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 :



## Annexure-XII

### CHECK LIST

Sl.	Cover A	Yes	NO
1.	Check List as per Annexure – XII		
2.	Court Fee Stamp affixed		
3.	EMD in the form of DD furnished		
4.	Documentary evidence for the Constitution of the company		
5.	Duly attested / notarized copy of Manufacturing License issued by the competent Licensing Authority for each and every product quoted		
6.	Attested Photocopy of Import license if any		
7.	The instruments such as Power of Attorney, Resolution of Board etc.		
8.	Undertaking as per Annexure I		
9.	Manufacturer Authorization as per Annexure II		
10.	Non Conviction Certificate issued by Drug Controller		
11.	Undertaking on WHO GMP Certificate as per Annexure III & Enclosure to Annexure III		
12.	Annual Turnover Statement for 3 years as per Annexure – IV A & Annexure – IV B		
13.	Performance Statement as per Annexure V		
14.	Sales Tax Clearance Certificate as Annexure VI		
15.	Undertaking for Embossment of logo as per Annexure VII		
16.	Details of Manufacturing Unit as per Annexure VIII		
17.	List of items quoted with name of Manufacturer as per Annexure IX		
18.	Undertaking on Fraud & Corruption as per Annexure X		
19.	Agreed Terms & Conditions as per Annexure- XI		
20.	Packing details as per Annexure XIV		
21.	Form of Agreement as per Annexure XV		
Sl	Cover B	Yes	NO
1.	Price Bid as per Annexure- XIII		

**Price Bid**

Sl. No	ITEMS	Unit pack	Qty.	Unit Rate per tab/amp (in Rupees)	Tax/CST (in Rupees)	Total Amount (including kitting, transportation etc) (in Rupees)
1	2	3	4	5	6	7 = 4 X (5+6)
1	Injection Labetalol 20 mg in 4 ml ampoule	10 ampoules in a box	30,000 nos. amp.			
2	Tablet Labetalol 100 mg	10 tablets per strip, 10 strips in a box	5,00,000 nos. tabs.			

**N.B.** – The quantity against each item is not final. The quantity may increase or decrease at the time of placing order. However, for finalization of the tender and evaluation of price bid , the above quantity shall be taken as fixed

## Annexure – XIV

### I. SCHEDULE FOR PACKAGING OF DRUGS AND Pharmaceutical

#### GENERAL SPECIFICATIONS

No corrugate package should weigh more than 15 kgs (i.e., product + inner carton + corrugated box)

All corrugated boxes should be of 'A' grade paper i.e., Virgin.

All items should be packed only in first hand boxes only.

#### FLUTE

1. The corrugated boxes should be of Narrow flute.

#### JOINT

2. Every box should be preferably single joint and not more than two joints.

#### STITCHING

3. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners

#### FLAP

4. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack.

#### TAPE

5. Every box should be sealed with gum tape running along the top and lower opening

#### CARRY STRAP

6. Every box be strapped with two parallel nylon carry straps (they should intersect)

#### LABEL

7. Every corrugated box should carry a large outer label clearly indicating that the product is for "**NATIONAL HELTH MISSION- FREE DRUG SERVICE**". The lower one third of the large label should indicate in bold, the value of the product as depicted in Annexure III of this document.
8. The product label on the carton should be large at least 15cms x 10 cms dimension. It should carry the correct name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

#### OTHERS

9. No box should contain mixed products or mixed batches of the same product

### II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES.

1. The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120 gsm.
2. The box should be of 5 ply with bursting strength of 9 kg/Cm<sup>2</sup>

### III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 120 AND BELOW 1 LIT

1. All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply
2. Grammage : Outer box should be 150 gsm  
Inside partition / lining should be 120 gsm
3. Ply : 7 ply
4. Bursting Strength : Not less than 12 kg/ Cm<sup>2</sup>

#### **IV. SPECIFICATION FOR IV FLUIDS**

1. Each corrugated box may carry a maximum of only 24 bottles of 500 ml in a single row or 50 bottles of 100 ml in 2 rows with top and bottom pads of 3 ply  
Individual sealed polythene cover and center partition pad
2. Grammage : Outer box should be 150 gsm  
Inside partition / lining should be 120 gsm
3. Ply : 5 or 7
4. Bursting Strength : Not less than 12 kg/ Cm<sup>2</sup>

#### **V. SPECIFICATION FOR LIQUID ORALS**

50 ml TO 120 ml bottles.

1. 100 bottles of 50 ml or 60 ml may be packed in a single corrugated box in 2 rows with top, bottom and center pad of 3 ply.  
50 bottles of 100 ml – 120 ml may be packed in a similar manner in a single corrugated box
2. If the bottles are not packed in individual carton, 3 ply partitions should be provided between each bottle. The measuring device should be packed individually.
3. Grammage : Outer box should be 150 gsm  
Inside partition / lining should be 120 gsm
4. Ply : 7 ply
5. Bursting Strength : Not less than 12 kg/ Cm<sup>2</sup>
6. In case the box is heavier than 7 kg but less than 10 kg, the grammage may be 150 gsm (outer 150 gsm and others 120 gsm) 5 ply and bursting strength should not be less than 9 kg/ Cm<sup>2</sup>

#### **VI. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES**

1. No corrugated box should weigh more than 7-8 kgs.
2. Every ointment tube should be individually packed in carton and then packed in 20's in grey board box, which may be packed in a corrugated box
3. Grammage : Outer box should be 150 gsm  
Inside partition / lining should be 120 gsm

#### **VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)**

1. Vials may be packed in corrugated boxes weighing upto 15 kgs. Ampoules should be packed in C.B. weighing not more than 8 kgs.
2. C.B. for vials should be of 150 gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.
3. Bursting strength for C.B. Boxes for
  - a. Vials : Not less than 13 kg/ Cm<sup>2</sup>
  - b. Amp : Not less than 9 kg/ Cm<sup>2</sup>

4. in case of 10 ml ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only, 25 ampoules may be packed in a grey board box with partition.
5. If the vial is packed in individual carton, there is no necessity for grey board box packing. The individual carton may be packed as such un the CB with center pad.
6. In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.
7. Vials of eye and ear drops should be packed in an individual carton with dispensing device. If the vial is of FFS/BFS technology, they should e packed in 50's in a grey board box

#### **VIII. SPECIFICATIONS FOR ORS**

1. The sachets should be of Aluminium foil laminated with glassing or heat sealable plastic film, outer paper may contain label information.
2. 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.
3. Grammage : Outer box should be 150 gsm  
: Inside partition / lining should be 120 gsm
4. Ply : 5
5. Bursting Strength : Not less than 9 kg/ Cm<sup>2</sup>

#### **IX. LYSOL**

1. Not more than 5 litres cans may be packed in a single C.B.
2. Grammage : Outer box should be 150 gsm  
: Inside partition / lining should be 120 gsm
3. Ply : 7 ply
4. Bursting Strength : Not less than 12 kg/ Cm<sup>2</sup>

**Annexure- XV  
Form of Agreement**

THIS CONTRACT AGREEMENT is made

This ..... day of month..... year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements ( including Technical Specifications)
  - (e) The Supplier’s bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of

the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_

For and on behalf of the supplier

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_