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**TENDER FOR THE SUPPLY OF DRUGS
(NATIONAL COMPETITIVE BIDDING)**

Tender Reference No: NRHM/PROC/DRUGS/MH/590/2012-13/18336

Date of uploading Tender Document in NRHM website : 17-10-2012

Last Date and Time of receipt of Tender : 05-11-2012 till 2 pm

Date and Time of opening Tender : 05-11-2012 at 3 pm

Place of opening Tender : Conference Hall, Office of the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam.

Address for Communication : Mission Director, National Rural Health Mission, Saikia Commercial Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam.

Cost of Tender Documents : Rs. 500/- (Rupees Five Hundred) only in the form of Demand Draft in favour of "State Health Society, Assam".

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TENDER FOR THE SUPPLY OF DRUGS

Mission Director, National Rural Health Mission, Assam, Saikia Commercial Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam (hereinafter referred to as Tender Inviting Authority unless the context otherwise requires) invites Tender for the Supply of Labetalol Tablets and Labetalol Injections from reputed manufacturers or their authorized dealers.

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 till **05-11-2012** till **2 PM** by the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam

2. **IMPORTANT NOTES:**

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 Government/NABL approved laboratories shall have to be provided.
- b) The drugs/pharmaceuticals offered for supply shall be in **Generic Name** only

3. **ELIGIBILITY CRITERIA**

- A. Bidder shall be a manufacturer/authorized dealer having experience of supplying drugs and pharmaceuticals to Government Organizations/Institutions/ Hospitals.
- B. The manufacturer participating as a bidder or the manufacturer from whom the goods shall be sourced by the distributor/dealer should have Average Annual Turnover of Rs 50.00 Crores or more during the last three financial year's i.e. 2009-10, 2010-11 and 2011-12
- C. In case the bidder is an authorized dealer of manufacturer, the dealer's Average Annual Turnover during the last three financial years i.e. 2009-10,

2010-11 and 2011-12 shall not be less than Rs 15.00 Lakhs.

- D. Bidder should have at least 3(Three) years Market Standing as a supplier of drugs.
- E. The drugs quoted in the tender shall be manufactured by firms having **WHO - Good Manufacturing Practice (GMP)** certificate.
- F. Experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- G. Company/Manufacturing Firm which has been blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting.

4. **GENERAL CONDITIONS.**

- a) The tender/bid document may be downloaded from the official website- www.nrhmassam.in .The bidder who has downloaded the bid document from the website has to pay Rs 500/-(non – refundable) in the form of Demand Draft in favour of “State Health Society, Assam” payable at Guwahati while submitting the bid. Tender without the fee of Rs 500/- will not be accepted.
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the tender document.
- c) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time stipulated in the bid document.
- d) At any time prior to the date of submission of bid, 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 bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at its discretion, extend the date and time for submission of bids.
- e) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.
- f) Price Preference/Purchase Preference to PSU/SSI Units shall not be applicable

5. **TECHNICAL BID- COVER “A”**

The bidder should furnish the following in a separate cover hereinafter called **"Cover A"**. **Court Fee Stamp/IPO must be affixed.**

- (a) Earnest Money Deposit :

- Earnest Money Deposit of **Rs 45,000.00 (Rupees Forty Five Thousand)** only in the form of Demand Draft/Banker's Cheque in favour of "State Health Society Assam" payable at Guwahati. Earnest Money Deposit in the form of Cheque / Cash / Postal order 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.

(b) Constitution of Company (of Bidder)

Documentary evidence of the constitution of the company/concern such as Memorandum of Articles of Association, Partnership Deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.

(c) Drug License (of Bidder)

Attested photocopy of valid Drug License issued by the concerned Licensing Authority.

(d) Manufacturing/Packaging License (of Manufacturer)

Attested photocopy of valid Manufacturing/Packaging License duly approved by the Licensing Authority for the products quoted.

(e) Import License (of Bidder)

Attested photocopy of import license if product is imported. The license must have been renewed up to date. A copy of the valid license for the sale of drugs imported by the firm issued by the concerned licensing authority.

(f) Good Manufacturing Practice (of Manufacturer)

World Health Organization (WHO) - Good Manufacturing Practice (GMP) Certificate as per revised Schedule-'M' issued by the Licensing Authority in favour of the manufacturers whose drugs have been quoted in the tender. The tenderer shall also furnish a notarized affidavit in the format given in **Annexure- I** and **Enclosure to Annexure - I** declaring that the tenderer complies with the requirements of WHO- GMP (as per revised Schedule-'M').

(g) Power of Attorney to sign

Instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidding firm to be enclosed with the bid and such authorized officer should sign the bid documents.

(h) Market Standing (of Bidder)

Details of items supplied during the last 3 financial years with copies of Purchase Orders and Performance Certificates issued by clients in the specified format (**Annexure II**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, for the last 3 years with copies of Purchase Order and Performance Certificates.

(i) Non-Conviction Certificate (of Bidder)

Non-Conviction Certificate issued by the Drugs Controller of the state certifying that the drugs quoted have not been banned/cancelled for last three years.

(j) Annual Turnover (of Bidder & Manufacturer)

Annual turnover statement for 3 years i.e., 2009-2010, 2010-11 and 2011-12 along with concurrent commitment for the current financial year in the format given in **Annexure-III** duly certified by the Auditor. **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.**

(k) Sales Tax clearance certificate (of Bidder)

Sales Tax Clearance certificate, as on 31st March of last financial year (as per format at **Annexure-IV** and **Enclosure to Annexure-IV**)

(l) Undertaking of providing logo (of Bidder)

Undertaking (as in the proforma given in **Annexure-V**) for embossment of logo on tablets, capsules, vials, ampoules, bottles etc. as the case may be, and for supply of tablets/capsules in strips as per conditions specified at Clause 21 herein.

(p) Details of manufacturing unit (of Manufacturer)

Details of Manufacturing Unit in **Annexure-VI**. The details containing the name & address of the premises where the items are actually manufactured.

(q) Manufacturer's Authorization

Authorization from the manufacturer to the bidder as per **Annexure – VII**.

(r) Undertaking against Fraud & Corruption (of Bidder)

Undertaking against fraud and corruption in the format at **Annexure – VIII**

(s) Specifications of items offered, source and pack size (of Bidder)

Name and full specifications of items offered for supply, name of manufacturer and pack size in the format at **Annexure - IX**

(t) Signature and Seal on Each Page (of Bidder)

The tender document should be signed by the tenderer in all pages with office seal.

(u) Agreed Terms & Conditions

Agreed Terms & Conditions as per Annexure- XV

(v) Checklist of documents

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

The bidder shall put above documents in a sealed cover superscribed as "TECHNICAL BID, COVER "A" - TENDER FOR SUPPLY OF DRUGS DUE ON 05-11-2012" and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam

6. PRICE BID - COVER "B"

Cover "B" shall contain the Price Bid of the Tenderer.

(i) Signature and Seal on each page

Each page of the price bid should be duly signed by the bidder affixing the office seal.

(ii) Signature on corrections

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.

(iii) Items quoted and rates

Subject to the conditions enumerated at Clause 2 (Important Notes), the bidder shall fill up the **Annexure-X** for item(s) quoted.

(iv) Landed Cost

The rate quoted per unit or landed price (FOR Destination) in **Annexure-X** shall be inclusive of excise duty, packaging & forwarding charge, freight, transit insurance etc, but exclusive of Sales Tax/VAT which should be shown separately.

(v) Unit size/ Rate

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

The bidder shall put the duly signed Annexure-X in a sealed cover superscribed as "PRICE BID Cover "B" - TENDER FOR THE SUPPLY OF DRUGS, DUE ON 05-11-2012" and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam

7. COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers {Technical Bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "**TENDER FOR THE SUPPLY OF DRUGS DUE ON 05-11-2012**" and addressed to the Mission Director, National Rural Health Mission, Saikia Commercial

Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam

8. OPENING OF COVER “A” AND COVER “B” OF TENDER

- (a) Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid - Cover “A”.
- (b) Only those bidders whose Technical Bids are found acceptable after technical and commercial evaluation will be invited to be present at the date and time of opening of Price Bid - Cover “B”. The price bids of bidders not found technically qualified shall not be opened.

9. 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 for an extension of validity period. A bidder may refuse extension request without forfeiting their EMD.

10. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least 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 by one year with mutual consent.

11. OTHER CONDITIONS

(i) Item Details & Quantity

The details of the required items are shown in **Annexure-XI**. The quantity mentioned is indicative 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.

(ii) Generic Names

Tender has been called for in the **generic names of drugs**. The bidders should quote the rates for the generic products.

(iii) Firm Rates

Firm rates (inclusive of excise duty, transportation cost, insurance charge, packing & forwarding charge and any other incidental charges but exclusive of Sales Tax/VAT which is to be indicated separately) should be quoted for each of the required drugs, medicines etc., along with total price of each item on door delivery basis according to the units specified. Bids for the 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 the successful bidder. 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 completion of this period.

(iv) Unit Rate & 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.

(v) 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.

(vi) 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., shall not be entertained after submission of the bids.

(vii) Firm Delivery Schedule

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN CONSIGNMENTS ARE RECEIVED" etc., will not be considered under any circumstances and the bids of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

(viii) Execution of order.

Unless otherwise specified, supplies should be made directly by the successful bidder and not through any other agency.

(ix) 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 issued, based on adverse reports brought out during such inspections. The bidder shall extend all facilities to the team to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

12. ACCEPTANCE OF TENDER

(i) 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.

(ii) Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject

the tender for 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.

(iii) Tender Acceptance

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

13. AGREEMENT

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) as per proforma at **Annexure-XIV** within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted or within 10 days from the date of issue of purchase order

14. 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 nationalized 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 forfeited.

15. NON ASSIGNMENT

The 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, whatsoever

16. COMMUNICATION

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.

17. SUPPLY CONDITIONS

a) Purchase Order

Purchase order will be placed on the successful bidder at the discretion of the Tender Inviting Authority.

b) Specifications and Quality

The items supplied by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified at **Annexure-XI**

c) Delivery Period

Unless otherwise specified, the supply should be completed within 60 days from the date of purchase order.

d) Delivery Point/Destination

Consignments should be delivered at destination which is the designated warehouse of National Rural Health Mission, Saikia Commercial Complex, Sreenagar Path, Christian Basti, G S Road, Guwahati-781005, Assam

e) Penalty for Delayed Delivery

- (i) In case there is delay in delivery beyond the stipulated period as mentioned in 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-compliance 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/supplier fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangement for purchase of the items of drugs and medicine 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 all other penalties including forfeiture of security deposit.

g) Shelf Life

All supplies shall be scheduled for the period starting from the date of purchase order till the date of completion stipulated in the order. The supplied drugs and medicine (covered in SCHEDULE P of the Drugs and Cosmetics Act 1940) should have 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 medicine should have shelf life of minimum 3 years from the date of manufacture but not more than 5 years. The medicine and drugs should be supplied within 60 days from date of manufacture.

h) Test Report

The successful bidder/supplier must submit batch-wise Test Analysis report from NABL Certified Labs for every batch of drug.

i) Supply of Products

The successful bidder/supplier shall supply the ordered products to reach the designated warehouse/consignee within 60 days from the date of manufacture of that product. In case, the product is received after 60 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) Shortage & Damage

It shall be the responsibility of the successful bidder/supplier for any

shortages/damages at the time of receipt in Warehouse. Tender Inviting Authority will not be responsible for any stock of drug received, for which no order has been placed.

k) Expiry of Shelf Life

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

18. FORCE MAJEURE

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.

19. 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 –

- a) “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) “Fraudulent Practice” means misrepresentation or omission of facts in execution of contract.
- c) “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.
- d) “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 practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

20. 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 Tender Inviting Authority 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 acceptance of bid.

21. LOGOGRAMS

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

- a) Bids for the supply for Drugs and Surgical shall be considered only if the bidder gives undertaking in his bid that the supply will be prepared and packed with the logogram either printed or embossed or affixed on tablets and capsules, ampoules, bottles etc., as per the design at **Annexure-V**.
- 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.

22. PACKING

- a) The drugs and medicine shall be supplied in the package specified in **Annexure-XII & XIII** and the package shall carry the logograms specified in **Annexure-V**.
- b) The packing in each carton shall be strictly as per the specification mentioned in **Annexure-XIII**. 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 the items of drugs supplied is found to be not as per specifications in respect of their packing, the Tender Inviting Authority will be at liberty to make alternative purchase of the items of drugs and medicine for which the purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

23. QUALITY TESTING

- a) Samples of supplies in each batch will be taken 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 medicine supplied failing quality tests or found to be not as per specifications, the Tender Inviting Authority will be at liberty to make alternative purchase of the items of drugs and medicine for which the purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

24. PAYMENT PROVISIONS

- a) No advance payments towards cost of drugs, medicines etc., will be made to the successful bidder.
- b) Payments towards the supply of drugs and medicine will be made strictly as per rules of the Tender Inviting Authority. Full payment will be made only after satisfactory completion of supply of entire ordered quantity and subject to furnishing of requisite Bank Guarantees.
- c) On completion of supplies of ordered quantities, bills/ invoices should be raised in triplicate in the name of Tender Inviting Authority with address.
- d) 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.
- e) In case of any enhancement in excise duty due to notification of the Government after the date of submission of bids 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 confirming payment of additional excise duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- f) Tender Inviting Authority will have the right to receive supply even after expiry of contractual delivery date and in such case, price reduction as specified under Clause No.17 e (i) will be applicable.
- g) 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.
- h) 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 specified in Clause No.17 (f). No deviation in logogram shall be accepted.

25 ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

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

26 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 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 / Medicine supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be bad in 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 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 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 NOT OF STANDARD QUALITY, the Directorate of Drugs Control will be informed for initiating necessary action on the supplier and that the 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 the 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 and the losses sustained in the process, 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.

27. 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.

28. 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.

29. 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 city of Guwahati only.

Annexure-I

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 Ref No. _____ Dated _____ for supply of Drugs and Medicine floated by the Mission Director, NRHM, Govt. of Assam and accept all the conditions of the tender.

I / We declare that we possess valid license and WHO-GMP Certificate as per revised Schedule – 'M' issued by the Competent Authority and continue to comply with the conditions laid down in Schedule M of Drug & Cosmetics Act, 1940 and the Rules made there under. I / We have furnished the particulars in this regard in the enclosure to this declaration.

I / We agree to the right of the Tender Inviting Authority for forfeiting our Earnest Money Deposit and/or 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 not complying with the conditions as per Schedule M of the said Act.

Signature

Name & Address:

Seal

To be attested by the Notary

Enclosure to Annexure-I

DECLARATION FOR COMPLIANCE OF 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 (Type of Instrument Provided)	:	Yes / No
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 Manufacture	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 (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 of Raw Materials /In Process/finished product stages and steps /facilities. : Yes / No
- 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 and seal of
Proprietor/Partner/Director

To be attested by the Notary

Annexure -II

**MARKET STANDING
PERFORMANCE STATEMENT (DURING LAST 3 YEARS)**

Name of the firm _____

Sl	Name of the product	Year	No. of batches manufactured / imported & supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

(Please use additional sheets if required. Copies of purchase orders executed during last three financial years to be enclosed)

Signature and seal of the Tenderer _____

Annexure-III

ANNUAL TURNOVER STATEMENT OF BIDDER & MANUFACTURER

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.	2009-10	
2.	2010-11	
3.	2011-12	
Total		- Rs. _____ Lakhs

Concurrent Commitment

Sl No.	Contract Ref	Purchaser	Total Contract value	Outstanding Value	Estimated Delay in Completion date

Date :

Seal :

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

Annexure-IV

CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY APPLICANT

(To be filled by the applicant)

- 01.** Name or style in which the applicant is assessed or assessable to Sales Tax
.....
- 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 for Sales Tax (All the places of business should be furnished).
.....
.....
- 04** a. Total contract amount in the preceding three years.
i. 2009 – 10
ii. 2010 – 11
iii. 2011 – 12
- 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.
2009-10					
2010-11					
2011-12					

- c.** If there has been no assessment in any year, whether returns were submitted, 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.

Date

Signature & Seal of the bidder

Enclosure to Annexure-IV

(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-V

UNDERTAKING FOR EMBOSSEMENT OF LOGO/INSCRIPTIONS

We M/s do hereby declare that, if favored with an order, we will supply the ITEMS embossed with NRHM Logogram and inscriptions as per the designs/specifications given in enclosure to this Annexure and as per the instructions given in this regard.

Attested by Notary Public

Signature :

Name :

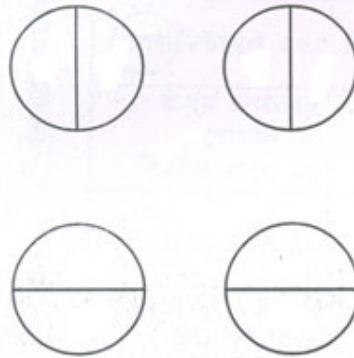
Designation :

Seal :

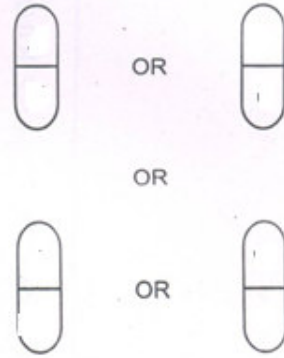
ENCLOSEURE-I TO ANNEXURE - V

DESIGN FOR/ SPECIFICATION OF

TABLET



CAPSULE



REAR SIDE

MANUFACTURED BY	
MFC. LICENCE NO.	:
BATCH NO.	:
DATE OF MANUFACTURE	:
DATE OF EXPIRY	:
SCHEDULE	
NOTE:	
BRAND NAME OF THE DRUG SHOULD NOT BE PRINTED ANYWHERE	

DESIGN FOR STRIP (SAMPLE)

Name of MedicineMg	NAME OF MEDICINE Mg	Name of MedicineMg
	NRHM SUPPLY NOT FOR SALE	
Name of MedicineMg	NAME OF MEDICINE Mg	Name of MedicineMg
	NRHM SUPPLY NOT FOR SALE	
Name of Medicine	NAME OF MEDICINE Mg	Name of Medicine
	NRHM SUPPLY NOT FOR SALE	
Name of Medicine	NAME OF MEDICINE Mg	Name of Medicine
	NRHM SUPPLY NOT FOR SALE	

DESIGNS FOR LOGOGRAMS

A) Injections in ampoule form should be supplied in double constructed neck ampoules with the label bearing the words “ **NRHM, ASSAM SUPPLY - NOT FOR SALE** ” 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 “ **NRHM, ASSAM SUPPLY – NOT FOR SALE** ” and the logogram above

SPECIMEN LABEL FOR OUTER CARTON

NRHM ASSAM SUPPLY

NOT FOR SALE

~~~~~  
**NAME OF MEDICINE**  
~~~~~

EXPIRY DATE:

BATCH :
Mfg Date :

Manufactured by:

Quantity Packed:
Net Weight:

DETAILS OF MANUFACTURING UNIT

Name of the Tenderer & Full Address :
PAN Number :
Phone Nos :
Fax :
E-mail :
Date of Inception :
License No. & Date :
Issued by :
Valid Up to :
Details of installed production capacity :

Details of Installed Production Capacity for 60 days / 1 year
(In Terms of Unit Packs)

Tablets :
Capsules :
General :
Beta – Lactum :
Injections
Ampoules :
Vials :
I.V. Fluids :
Sterile Powder :
Liquids
Suspension :
Syrups :
Drops :
Ointment :
Powders :
Antiseptics/Disinfectants :

Name & designation of the authorized signatory :
Specimen signature of the authorized signatory :

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

MANUFACTURER'S AUTHORIZATION FORM

Ref:

Date:

To,

Tender No.....Dated.....

Dear Sir,

Wewho are established and reputable
manufacturer of.....having factories
at.....registered office
at.....possessing manufacturing License
No.....dated.....valid up
to.....hereby authorize.....(name and address of firm and
representative), 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
- 3
- 4

(Attach separate sheet if necessary)

Signature & Seal of Manufacturer

UNDERTAKING ON FRAUD & CORRUPTION

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

Notarized by

Signature of Proprietor / Partner / Director
Designation

Annexure-IX

Specifications of items offered, source & pack size

Sl. No	Name & full Specifications of items offered	Pack Size	Manufactured By
1			
2			

Signature & Seal of the Bidder

Annexure – X

FOR COVER 'B' – PRICE BID

Tender No. _____

SCHEDULE OF RATES

SL	Items	Qty	Rate per unit without Tax in Rs		Tax/VAT In Rs		Total Landed Price in Rs 3 x (4 + 6)	
			Figure s	Words	Figure s	Words	Figures	Words
1	2	3	4	5	6	7	8	9
a	Labetalol Injection 20 mg in 4 ml ampoule (packed 10 ampoules in a box)	18,000 Nos.						
b	Labetalol Tablet 100 mg (packed 10 tablets per strip, 10 strips in a box)	2,50,000 Nos.						

Signature:

Name & Designation:

Name & Address of the Bidders

DETAILS OF DRUGS

SI. No	NAME OF THE DRUGS/PHARMACEUTICALS	QUANTITY
1	Labetalol Injection 20 mg in 4 ml ampoule(packed 10 ampoules in a box)	18,000 ampoules
2	Labetalol Tablet 100 mg (packed 10 tablets per strip, 10 strips in a box)	2,50,000 tablets

NOTE

- 1) The quantity against each item is indicative and may increase or decrease at the time of placement of order.
- 2) Delivery of each item to commence within 45 days and completed within 60 days from the date of order.
- 3) A bidder may quote for one or more of the items listed above, if it falls in its manufacturing range.

SCHEDULE FOR PACKING OF DRUGS AND PHARMACEUTICALS

1. Every Consignment of Blood and related products should be certified to be
 - a. AIDS free
 - b. Hepatitis B free
2. Strips of Aluminum foils refer to gauge 04.
3. Aluminum foils as back material for blister refer to gauge 025.
4. The rigid PVC used in blister packing should be of not less than 250 micron.
5. All glass bottles should be new neutral glass.
6. Ointments should be packed in liquidized Aluminum Tubes.
7. IV Fluid bottles should be FFS / BFS bottle.
8. Small tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
9. Specification of outer cartons are as given in the Schedule (Annexure – XIII)
10. In case of any conflict between carton specifications and packets per carton specification, the specification of the packets / carton shall prevail.
11. All tablets should have a score line.
12. All liquid orals should be provided with a measuring device (except drug code 221 – Cough Syrup and drug code 574 – Liquid Antacid).
13. All plastic containers should be made of virgin grade plastics.
14. All plastic jars above 450 gms / ml should carry an inner plastic lid.
15. Injection in vials should have a snap off seals.
16. The strips shall be Aluminum strip / blisters with Aluminum foil back.

Annexure-XIII

I. SCHEDULE FOR PACKAGING OF DRUGS AND PHARMACEUTICALS

GENERAL SPECIFICATIONS

1. No corrugated package should weigh more than 15 kgs (i.e., product + inner carton + corrugated box)
2. All corrugated boxes should be of 'A' grade paper i.e., Virgin.
3. All items should be packed only in first hand boxes.

FLUTE

4. The corrugated boxes should be of narrow flute.

JOINT

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

STITCHING

6. 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

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

TAPE

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

CARRY STRAP

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

LABEL

10. Every corrugated box should carry a large outer label clearly indicating that the product is for **“NRHM ASSAM SUPPLY – NOT FOR SALE”**.
11. The product label on the carton should be large at least 15 cms x 10 cms dimension. It should carry the correct name, strength of the product, date of manufacture, date of expiry, quantity packed and net weight of the box.

OTHERS

12. 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/cm²

III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 120 ML 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/ cm²

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/ cm²

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/ cm²
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/ cm²

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/ cm²
 - b. Amp : Not less than 9 kg/ cm²
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 in 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 be packed in 50's in a grey board box

VIII. SPECIFICATIONS FOR ORS

1. The sachets should be of Aluminum 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/ cm²

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/ cm²

Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

This day of, 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) The Purchaser’s Notification of Award/Purchase Order No..... dated.....
 - (c) All Terms and Conditions indicated in the Bid/Tender Document
 - (d) All Terms and Conditions indicated in the Purchase Order No.....dated.....
 - (e) Technical Requirements (including Technical Specifications) as specified in the Bid/Tender Document and Purchase Order

(f) The Supplier's Bid and original Price Schedules

(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 _____

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)
	C. Technical	
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	
	D. Commercial	

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 additonal 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 36 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.	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

CHECK LIST

COVER – A

Sl.	Item	Tick in the appropriate box		Page number of bid	Remarks, if any
		YES	NO		
1	Bid has been page numbered				
2	Court fee stamp/IPO affixed				
3	(a) EMD in form of DD furnished				
	(b) Registration certificate furnished for EMD exemption				
	(c) Confirmation that quoted price is not higher than controlled price, if any				
4	Documentary evidence of constitution of the Co./Firm				
5	Copy of Drug License furnished				
6	Copy of Manufacturing/Packaging License furnished				
7	Copy of Import License, if imported, furnished				
8	The instruments like Power of Attorney, resolution of Board etc.				
9	Copy of WHO GMP certificate and declaration as per Annexure-I				
.10	Power of Attorney/ Board Resolution furnished				
11	Performance statement as per Annexure – II with copies of orders executed				
12	Non conviction certificate furnished				
13	Annual Turnover statement as per Annexure-III				
14	Sales Tax Clearance certificate as per Annexure-IV				
15	Undertaking for providing logo as				

	per Annexure-V				
16	Details of manufacturing unit as per Annexure-VI				
17	Undertaking against fraud & corruption as per Annexure-VIII				
18	Specifications, source & pack size as per Annexure-IX				
19	All pages of the tender document have been signed& sealed.				
20	Price Bid as per Annexure-X in sealed cover submitted				
21	Details of Drugs as per Annexure - XI				
22	Form of Contract Agreement As per Annexure- XIV				
23	Agreed Terms and Condition as per Annexure - XV				