



সংস্কৃত জয়ন্তী

অসম চৰকাৰ

GOVERNMENT OF ASSAM
DIRECTORATE OF HEALTH SERVICES, ASSAM
HENGRABARI, GUWAHATI-36.

Telephone No- 0361-2261630

Fax No- 0361-2261630

Email: - directorhealthassam@yahoo.co.in / dirhealth@assam.nic.in

BID DOCUMENT FOR NATIONAL/DOMESTIC COMPETITIVE
BIDDING

*Bidding Document issued to M/S.....
on datedagainst the receipt of ₹2000/- (Rupees Three thousand)
only in the form of Bank Draft/Bankers' Cheque No.....
Dated.....*

Sd/-

Director of Health Services, Assam
Hengrabari, Guwahati-36.

Sl. No:

NOT TRANSFERABLE

Ref. No.HSPB/7/Disinfectant Solutions/2013-14/09, Dated 17/02/2014.

Name & Address of Purchasing Organization

DHS, Assam/ DME, Assam/ DHS (F.W.), Assam
Health & Family Welfare Department
Government of Assam

TENDER FOR THE SUPPLY OF DISINFECTANT SOLUTIONS
FOR THE PERIOD FROM 17/02/2014 TO 31-03-2015



**GOVERNMENT OF ASSAM
DIRECTORATE OF HEALTH SERVICES, ASSAM
HENGRABARI, GUWAHATI-36.**

No.HSPB/7/Disinfectant Solutions/2013-14/09

Dated 17/02/2014.

SHORT NOTICE INVITING TENDER

Sealed tenders in 2 (two) Bid Systems affixing Court Fee Stamps of ₹ 8.25/- (Rupees Eight and Paise Twenty Five) only and IPO of ₹ 10/- (Rupees Ten) only in case of Tenderers from outside the State of Assam in the schedule specified by the Department are invited from Reputed Manufacturers/Authorised Sole Distributor. Manufacturers having annual turnover of Rs. 50. 00 Crores for the previous three years for supply of Disinfectant Solutions to the Director of Health Services, Assam, Director of Medical Education & Director of Health Services (F.W.), Assam for various Health Institutions including the Medical Colleges of Assam for the financial year 2014-15.

The terms and conditions with details of the Chemical & Disinfectant Solutions are available in the Tender Documents which can be obtained from the office of the Director of Health Services, Assam from 17/02/2014 to 28/02/2014 (During office hours) on payment of ₹2000/- (Rupees Two Thousand only) (non refundable) in the form of Demand Draft / Bankers Cheque in favour of Director of Health Services, Assam, payable at SBI, Dispur Branch. The Earnest Money Deposit will be ₹1.00 Lacs (Rupees One Lacs) in the form of Demand Draft/ Bankers Cheque of a Nationalized Bank.

The Tenderers will have to submit their Tenders comprising of Technical and Financial bids. On each envelop of such Tenders submitted by the Tenderers, they should clearly mention on envelop (A) as Technical Bid and on envelop (B) as Financial Bid. The tender must reach the undersigned on or before 03/03/2014 upto 1.00 P.M. after which no tender will be accepted. The tender will be opened on 03/03/2014 at 2.00 P.M. in the conference room, Directorate Health Services, Assam, Hengrabari, Ghy-36. in presence of Tenderers or their authorized representatives, if any. No complaint will be entertained or considered on the plea of postal delay or otherwise and also no correspondence will be made or entertained regarding non compliance of any terms and condition and submission of documents along with the tender as required.

The Director of Health Services, Assam reserves the right to accept or reject any or whole of the Tender without assigning any reason there of and does not bind himself to accept the lowest or any other rates. The decision of the Director of Health Services, Assam, will be binding and final in all cases. The Tender Documents are not transferable.

For any further information: Director of Health Services, Assam, Hengrabari, Guwahati at Tele-Fax No.: (0361) 2261630 and email ID dirhealth@assam.nic.in; directorhealthassam@yahoo.co.in

1. Brief Schedule:

1.	Tender Reference No.	
2.	Date of Commencement of Sale of tender Documents.	17/02/2014. (During office hours)
3.	Last Date of sale of Tender	28/02/2014. (During office hours)
4.	Last date & Time of receipt of the tenders.	03/03/2014 UPTO 1.00 P.M.
5.	Date & Time of opening the Tender	03/03/2014 UPTO 2.00 P.M.
6.	Place of opening	Conference Room, office of the Director of Health Services, Assam, Hengrabari, Ghy-36.
7.	Cost of Tender Documents	₹2000/- (Rupees Two thousand) only in the form of DD/BC in favour of DHS, Assam.
8.	Earnest Money Deposit	₹1,00,000/- (Rupees One Lakhs) only in the form of Demand Draft/ Bankers Cheque from a Nationalized Bank in favour of DHS, Assam.
9.	Address of Communication	Director of Health Services, Assam Hengrabari, Guwahati-36, Tele-Fax No. 0361-2261630; Email: dirhealth@assam.nic.in ; directorhealthassam@yahoo.co.in

Copy to:

1. The Commissioner & Secretary to the Govt. of Assam, Health & F.W. Deptt., Dispur, Guwahati-6 for favour of information of the Govt.
2. The Director of Information & Public Relations, Assam, Dispur, Guwahati-6. He is requested to publish the above SNIT in the Assam Tribune and 3 widely circulated National newspapers.
3. The Mission Director, NRHM, Assam, Saikia Complex, Christian Basti, Guwahati-05. He is requested to take necessary steps to upload the NIT in the NRHM Website urgently.
4. The Managing Director , Amtron, Bamunimaidan, Guwahati-21. He is requested to take necessary steps to upload the NIT in the website Govt. of Assam urgently.
5. The Notice Board of this Directorate.



**Director of Health Services, Assam,
Hengrabari, Guwahati-36.**

**DHS, ASSAM / DME, ASSAM / DHS (FW), Assam
Health & Family Welfare Department
Govt. of Assam**

Telephone No. 0361-2261630

Fax No. 0361-2261630

E-mail: directorhealthassam@yahoo.co.in, dirhealth@assam.nic.in

**TENDER FOR THE SUPPLY OF DISINFECTANT SOLUTION
FOR THE
PERIOD FROM 17/02/2014 TO 31-03-2015**

TENDER REFERENCE	:	No.HSPB/7/Disinfectant Solutions/2013-14/09 Dated 17/02/2014.
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	17/02/2014 During office hours.
LAST DATE FOR SALE OF TENDER DOCUMENT	:	28/02/2014 During office hours.
LAST DATE AND TIME FOR RECEIPT OF TENDER	:	03/03/2014 upto 1.00 P.M.
TIME AND DATE OF OPENING OF TENDER	:	03/03/2014 at 2.00 P.M.
PLACE OF OPENING OF TENDER Health	:	Conference Room office of the Director of Services, Assam, Hengrabari, Ghy-36.
ADDRESS FOR COMMUNICATION	:	Director of Health Services, Assam Hengrabari, Guwahati-36
Cost of the Tender Document	:	₹2000/- in form of DD/BC

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**DHS, ASSAM / DME, ASSAM / DHS (FW), Assam
Health & Family Welfare Department
Govt. of Assam**

**TENDER FOR THE SUPPLY OF DISINFECTANT SOLUTION
TO D.H.S., ASSAM/ D.M.E., ASSAM/ D.H.S. (F.W.), ASSAM
FOR THE PERIOD FROM 2014-15.**

Director of Health Services, Assam, Hengrabari, Guwahati-36 (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites Tender for the Supply of DISINFECTANT SOLUTION to D.H.S., Assam/ D.M.E., Assam/ D.H.S. (F.W.), Assam for the period from 17/02/2014 to 31/03/2015.

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

- (a) Sealed Tenders [in two separate covers {Techno-commercial bid (Cover "A") and Price Bid (Cover "B")}]] will be received till 1.00 P.M. On 3/03/2014 by the Director of Health Services, Assam, Hengrabari, Guwahati-36.
- (b) The supply of the tendered items will be for a period from 17/02/ 2014 to 31/03/2015
This period may however be extended for a further period on mutually agreed terms.

2. **ELIGIBILITY CRITERIA**

- (a) Manufacturer shall be having a valid manufacturing license.
- (b) Annual turnover for Manufacturer in the last three financial years i.e. 2010-11, 2011-12, 2012-13 shall not be less than ₹50.00 Crores (Rupees Fifty Crores) per year and for Sole Distributor in the last three year i.e. 2010-11, 2011-12, 2012-13 shall not be less than ₹5.00 Crores (Rupees Five Crores) only per year.
- (c) Manufacturer/ Marketer should have atleast 3 years Market Standing for each Disinfectant Solution quoted in the tender and for similar Disinfectant Solutions for 5 years.
- (d) Certificate of Good Manufacturing Practice (GMP) continuously for the previous 3 years period.
- (e) Experience & knowledge of modes of packing, distribution & transportation

of such items under monsoon conditions.

- (f) Tender should not be submitted for the product / products for which the concern / company has been blacklisted either by Govt. of Assam or by any other State / central government's organization.
- (g) Concern / Company 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.
- (h) Manufacturer should have exclusive Clinical Education resource to conduct 50 no. of Training for the Healthcare Staff on Infection Prevention Practices in Healthcare Setup in a year and support in improving Compliance Rates on Infection Prevention Protocols throughout the year. Manufacturers who have the expertise and previous record on this category will get Added Advantage. The documentary proof substantiating the fact needs to be submitted.
- (i) Manufacturer should have Approval/Recommendations from OEM (Original Equipment Manufacturer). The documentary proof substantiating the fact needs to be submitted.
- (j) That the Disinfectant items shall be of the best quality and kind. The test report of the supply batch of the Chemicals & Disinfectant will be either on form-39 (report of analysis) or from in house test Lab approved by NABL (National Accreditation Board for Testing and Calibration Laboratories).

- (k) The Manufacturer which have US FDA approval (for Disinfectant and Sterilents used on Medical Devices and Antiseptics)/ US EPA (for Disinfectant and Sterilents used on Critical Environmental Surfaces and Gaseous Sterilents)/ CE Certification for export /selling of specified Disinfectant may submit copies of approval document from US FDA/ US EPA/ CE Certification in support of their Claim.
- (l) Manufacturer should submit the copy of MSDS (Material Safety Data Sheet) for all the quoted items.
- (m) All the formulations of the quoted items should be as per the guidelines of CDC, SGNA. The documentary proof substantiating the fact needs to be submitted.

3. **GENERAL CONDITIONS.**

- (i) Price preference not exceeding fifteen percent (15%) for domestic small scale industrial units and purchase preference not exceeding ten percent (10%) for public sector undertaking of the State or Central Government will be allowed for items manufactured by them.

Note: “Domestic Small Scale Industrial Unit” means an industrial unit in which the investment in fixed assets in plant and machinery, whether held in ownership or on lease or by hire purchase, does not exceed rupees one hundred Lakhs (Rs.100 lakhs), or any amount as may be prescribed from time to time and which manufactures the goods within the state and

registered with the Director of Industries of the state government.”

- (ii) A complete set of tender documents may be purchased by any interested eligible person on an application in writing and upon payment of a non refundable fee as indicated in the advertisement in the form of Demand draft drawn in favour of the purchaser.
- (iii) Tender document may be obtained from the office of Tender Inviting Authority between 10 A.M. to 4.15 P.M. on or before 28/02/2014 on all working days either in person or by post.
- (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 tenderers / 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, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment. All prospective tenderers 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 tenderers may obtain further information from the office of

the Tender Inviting Authority.

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

The tenderer should furnish the followings in a separate cover hereafter called **"Cover A"**.

(a) **EARNEST MONEY DEPOSIT :**

1. Earnest Money Deposit shall be Rs. 1:00 Lakhs, in the form of Demand Draft favouring Director of Health Services, Assam, Hengrabari, Guwahati-36. Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted. Earnest Money Deposit will not earn interest.

2. **EARNEST MONEY DEPOSIT EXEMPTION TO SMALL SCALE INDUSTRIES AND INDUSTRIES REGISTERED UNDER ASSAM PREFERENTIAL STORES PURCHASE ACT**

(i) Firms located within the state and registered with the National Small Industries Corporation or holding Permanent Registration Certificate from the District Industries Centres of Directorate of Industries of the state Govt. will be granted exemption from payment of Earnest Money Deposit in respect of items for which the Registration Certificate has been obtained and for which tenders called for.

(ii) In respect SSI Units located out side the State such units registered with NSIC in respect of items manufactured by them for which tenders have been called for, alone will be granted exemption from payment of Earnest Money Deposit.

The SSI Units will be required to execute proper agreement to the effect

that in the event of non fulfillment or non observance of any of the condition stipulated in the contract, the SSI Unit shall pay penalty, an amount equivalent to the Earnest Money Deposit or an amount equal to the actual loss incurred by the Tender Inviting Authority consequent on such breach of contract, whichever is less

(iii) As per clause no. 7.1(a) of Assam Preferential Stores Purchase Act 1989 Small Industries, Khadi and Cottage Industries registered under this Act shall be exempted from payment of Earnest Money and Security Deposit for items in respect of which the units are registered. However , medium and large units have to pay Earnest Money and Security deposit as may be prescribed.

(iv) The Earnest Money Deposit of the successful tenderer may, at the discretion of Tender Inviting Authority be adjusted towards the Security Deposit payable by him.

(b) **CONSTITUTION OF THE COMPANY**

Documentary evidence for the constitution of the company /concern such as Memorandum and 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) **MANUFACTURING LICENCE**

Attested photocopy of Manufacturing Licence for the product duly approved by the Licencing authority for each and every product quoted. The licence must have been duly renewed upto date and the items quoted shall be clearly highlighted in the licence.

(d) **IMPORT LICENCE**

Attested photocopy of import licence if the product is imported. The licence must have been renewed up to date. A copy of a valid licence for the sale of Disinfectant Solutions imported by the firms issued by the licencing authority shall be enclosed.

(e) **POWER OF ATTORNEY TO SIGN**

The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender and such Authorized officer of the Tenderer should sign the tender documents.

(f) **AUTHORISATION**

Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.

(g) **MARKET STANDING**

Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each Disinfectant Solution quoted, for the last 3 years. In case of direct importer, evidence of importing the said items for the last three years. True copy of record of manufacture / import to establish 3 years market standing as in **Annexure-II**.

(h) **NON-CONVICTION CERTIFICATE**

Non-conviction Certificate issued by the Disinfectant Solutions Controller of

the state certifying that the Disinfectant Solutions quoted have not be cancelled for last three years.

(i) **GOOD MANUFACTURING PRACTICES**

Good manufacturing practices Certificate (GMP) as per revised Schedule- 'M' (for manufacturers only) issued by the Licensing Authority. The tenderer shall also furnish a notarized affidavit in the format given in **Annexure- I** declaring that the tenderer complies the requirements of GMP (as per revised Schedule-'M').

(j) **ANNUAL TURNOVER**

Annual turnover statement for 3 years i.e., 2010-11, 2011-12 and 2012-13 along with concurrent commitment for the current financial year(ref clause 2(b)) in the format given in **Annexure-III** certified by the Auditor.

(k) **CERTIFICATE OF EXPERIENCE**

Certificate of experience of modes of packing, distribution and transportation of similar items under monsoon conditions.

(l) **BALANCE SHEET AND PROFIT AND LOSS ACCOUNT**

Copies of balance Sheet and Profit and Loss Account for three years i.e. 2010-11, 2011-12 and 2012-13 and certified by the Auditor.

(m) **SALES TAX CLEARANCE CERTIFICATE**

Sales Tax Clearance certificate, as on 31st march of last financial year (as per form attached in **Annexure-IV**).

(o) **UNDERTAKING OF PROVIDING LOGO**

Undertaking (as in the proforma given in **Annexure-V**) for embossment of

logo on tablets, capsules, vials, ampules, bottles, tubes etc. as the case may be, and for supply of tablets/capsules in strips as per conditions specified at Clause 14 herein, in non judicial stamp paper and/or notarized by the Notary Public.

(p) **DETAILS OF MANUFACTURING UNIT**

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

(q) **RECOGNIZED BY WHO ETC.**

Documents, if any, to show that the manufacturing unit / importer has been recognized by WHO, UNICEF, ISO Certificate etc.,

(r) **Technical Personnel In Manufacturing**

Details of technical personnel employed in the manufacture and testing of Disinfectant Solutions (Employee Name, Qualification, Experience) as endorsed in license.

(s) **LIST OF ITEMS QUOTED**

List of items quoted (The name & Disinfectant Solution code of the Items quoted alone should be furnished and the **rates of those items should not be indicated in this list**).

(t) **Signature And Seal On Each Page**

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

(u) **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 THE SUPPLY OF DISINFECTANT SOLUTION FOR A PERIOD FROM 17/02/2014 to 31/03/2015 **DUE ON 03/03/2014 AT 2.00 P.M. and addressed to the Director of Health Services, Assam, Hengrabari, Guwahati-36.**

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

Cover "B" contains Price Bid of the Tenderer.

(i) **SIGNATURE AND SEAL ON EACH PAGE**

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

(ii) **SIGNATURE ON CORRECTION**

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

(iii) **ITEMS QUOTED AND RATES**

The tenderer shall fill up the **Annexure-XIII** and **Annexure-XIV** for item/s quoted and a soft copy of such filled up **Annexure-XIII** and **Annexure-XIV** in a computer floppy should be furnished.

(iv) **LANDED COST**

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

(v) **UNIT SIZE/ RATE**

The rate quoted in column 8 of **Annexure-XIII** should be for a unit and given specification. The tenderer is not permitted to change / alter specification or unit size given in the **Annexure-XIII**.

(vi) The tenderer is required to furnish the break up details of landed price in **Annexure-XIV**.

(vii) **LANDED PRICE BREAKUP**

The rate quoted in column 8 of **Annexure-XIII** and in column 8 of **Annexure-XIV** should be one and the same.

(viii) The details of rates and manufacturing capacity given in **Annexure-XIII** should also be entered clearly in the computer floppy as per the instructions given along with the tender.

The Tenderers shall submit duly signed **Annexure-XIII and Annexure-XIV** and soft copies of **Annexure-XIII** and **Annexure-XIV** (Computer Floppy) in a sealed cover Superscribed as "PRICE BID COVER "B" - TENDER FOR THE SUPPLY OF DISINFECTANT SOLUTION FOR A PERIOD FROM 17/02/2014 to 31/03/2015.

"Cover B" should also **be addressed to the Director of Health Services, Assam, Hengrabari, Guwahati-36.**

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 THE SUPPLY DISINFECTANT SOLUTION FOR A PERIOD FROM February2014 to 31/03/2014 DUE ON 03/03/2014 **AT 2.00 P.M.** and addressed to the Director of Health Services, Assam,

Hengrabari, Guwahati-36.

6. **OPENING OF COVER “A” AND COVER “B” OF TENDER**

- (a) All Tenderers are entitled to be present at the date and time for opening of Technical Bid - Cover “A” of the tender submitted by them.
- (b) Tenderers who were found eligible on satisfying the criteria for technical evaluation and inspection can only be invited to be present at the date and time for opening of Price Bid - Cover “B” of the tender. The price bid of tender not found technically qualified shall not be opened.

7. **OTHER CONDITIONS**

1. **TENTATIVE QUANTITY**

The details of the required items are shown in **Annexure-VI**. 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.

2. **GENERIC NAMES**

Tender has been called for in the **generic names of Disinfectant Solutions**. The tenderers should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-VI**. Any variation found will result in the rejection of the tender.

3. **FIRM RATES**

Firm Rates (inclusive of Excise Duty, sales tax, transportation,

insurance, and any incidental charges) should be quoted for each of the required DISINFECTANT SOLUTION etc., separately on door delivery basis according to the unit ordered. Tender for the supply of DISINFECTANT SOLUTION, etc. with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers. The rates quoted and accepted will be binding on the tenderer for the stipulated period and any increase in the price will not be entertained till the completion of this tender period.

4. **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.

5. **CONTROLLED PRICE/ MRP**

The price quoted by the tenderers shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tenderer.

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

No tenderer 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 tenderers in the Bids shall not be entertained after submission of the tenders.

7. **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.

8. Supplies should be made directly by the bidder and not through any other agency.

9. Tender Inviting Authority, or his authorized representative(s) has the right to inspect the factories of tenderers, before, accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate / cancel the orders issued and or not to reorder, based on adverse reports brought out during such inspections. The tenderer shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted.

8. **ACCEPTANCE OF TENDER**

1. **TENDER EVALUATION**

Tenders 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 if the bidder happens to be L1.

2. **PREFERENCE TO SSI, PSU AND INDUSTRIES UNDER ASSAM PREFERENTIAL STORES PURCHASE ACT**

(i) The evaluation and comparison shall include 10% price preference for domestic small scale industrial units and 10% purchase preference for the Public Sector undertakings of the Government of India or the state govt. in respect of products and quantities manufactured by them. In case a public sector unit comes under purchase preference consideration (i.e. within 10% higher range), the price shall be negotiated with them to bring down to the L1 level. Otherwise their offer will not be considered.

(II) In respect of Items of stores other than those mentioned in Schedule-II or covered by the Act , price preference shall be given to registered industries (or their authorized agents and dealers) upto 15 percent in case of Cottage Industries, 10 percent in case of Small Industries and 5 percent in case of other industries of Assam. Without prejudice to other provisions of the Act, other things being equal, registered industries should be preferred to units not so registered.

3. **RIGHT TO REJECT TENDER**

Tender Inviting Authority reserves himself the right to accept the tender or to reject the tender for the supply of all items of Disinfectant Solutions or for any one or more of the items of Disinfectant Solutions tendered for in a tender without assigning any reason.

4. **TENDER ACCEPTANCE**

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

9. **SECURITY DEPOSIT**

The Successful tenderer shall be required to pay Security Deposit @10% of the order value, subject to a maximum of Rs.10,00,000/-.

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by Tender Inviting Authority in the form of Demand Draft drawn in favour of the Purchaser Payable at Guwahati.

10. **AGREEMENT**

(a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

(b) **NON ASSIGNMENT**

The tenderer 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 this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him or left at his premises, places of business or abode.

11. **SUPPLY CONDITIONS**

a) **PURCHASING ORDER**

Purchase orders will be placed on the successful tenderer at the discretion of the Tender Inviting Authority.

b) **SPECIFICATION & QUALITY**

The items supplied by the successful tenderer shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the **Annexure-VI**.

c) **DELIVERY PERIOD**

The supply should be started within 30 days from the date of purchase order and should be completed within the contractual delivery completion date, unless otherwise specified in the order.

d) **DELAYED DELIVERY**

However Tender Inviting Authority may accept the supplies beyond the contractual completion date, with liquidated damages at the rate SPECIFIED IN clause 18.2.

e) **ALTERNATIVE PURCHASE**

If the tenderer fails to execute the supply within the stipulated time, the Tender Inviting Authority is at liberty to make alternative purchase of the items of Disinfectant Solutions and medicines for which the Purchase orders have been

placed from any other sources or in the open market or from any other tenderer 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 20.

f) **CANCELLATION & PENALTY**

The order stands cancelled at the end of 90th day after levying penalty on the value of unexecuted order. Penalties shall also thereafter apply to the tenderer as specified at Clauses 20. (Apart from risk / alternate purchase action, the tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders of Tender Inviting Authority.

g) **SHELFLIFE**

All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. The supplied medicines and DISINFECTANT SOLUTION (covered in SCHEDULE P of DISINFECTANT SOLUTION and Cosmetics Act) should have a maximum potency throughout the shelf life period as prescribed in the DISINFECTANT SOLUTION and Cosmetics Act 1940 and rules there under. Short Shelf Life items (which have a life period of eighteen month or less), should have not passed ¼ th life at the time of supply.

h) **TEST REPORT**

The tenderer must submit a Test Analysis report from a Government approved Laboratory for every batch of DISINFECTANT SOLUTION along with invoice.

i) **DELIVERY OF PRODUCTS**

Tenderer shall supply the product to reach the designated warehouse/ consignee within 30 days from the date of manufacture of that product. In case, the product is received after 30 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, other wise 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 tenderer for any shortages/damage at the time of receipt in Warehouse. Tender Inviting Authority is not responsible for the stock of Disinfectant Solution received, for which no order is placed.

k) **EXPIRY OF SHELF LIFE**

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

12. **FORCE MAJEURE**

If at any time the tenderer has, in the opinion of the Tender Inviting Authority, delayed in making any supply by reason of any riots, mutinies, wars, fire, storm, tempest, flood, epidemics or other exceptional cause on a specific request made by the tenderer, the time for making supply may be extended by the Tender Inviting Authority at its discretion for such period as may be considered reasonable. The exceptional causes does not include the scarcity of raw material, power cut, labour disputes, failure of sub vendor and increase in cost of raw materials.

13. **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-VIII**.

14. **LOGOGRAMS**

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

1. Tenders for the supply for DISINFECTANT SOLUTION and medicines etc., shall be considered only if the tenderer gives undertaking in his tender that the supply will be prepared and packed with the logogram either printed or embossed or affixed on bottles etc., as per the design enclosed as per **Annexure-V**.
2. Bottles containing items tendered for should also carry the logogram.

3. Failure to supply Disinfectant Solutions etc., with the logogram will be treated as breach of the terms of agreement

15. **PACKING**

1. The DISINFECTANT SOLUTION and medicines shall be supplied in the package specified in **Annexure-VII** and the package shall carry the logograms specified in **Annexure-V**. The DISINFECTANT SOLUTION and medicines may also be supplied with bar coding.
2. The packing in each carton shall be strictly as per the specification mentioned in **Annexure-VII**. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
3. The cap of bottled preparations should not carry the name of the supplier.
4. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
5. Packing should be able to prevent damage or deterioration during transit.
6. In the event of items of DISINFECTANT SOLUTION 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 Disinfectant Solutions and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer 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 18.4.

16. **QUALITY TESTING**

1. 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. Handling and testing charges will be deducted by Tender Inviting Authority for the above purpose, as specified in Clause 18.1.

2. The DISINFECTANT SOLUTION shall have the active ingredients at the maximum permissible level throughout the shelf life period of the Disinfectant Solution. The samples will be drawn periodically throughout the shelf life period.

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.

3. In the event of the samples of DISINFECTANT SOLUTION 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 DISINFECTANT SOLUTION and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer 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 20.

17. PAYMENT PROVISIONS

1. No advance payments towards costs of Disinfectant Solutions, medicines etc., will be made to the tenderer.
2. Payments towards the supply of DISINFECTANT SOLUTION, medicines, 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/ Demand Draft drawn in favour of the supplier
3. All bills/ Invoices should be raised in triplicate in the name of Tender Initiating Authority with address
4. Payments for supply will be considered only after supply of 70% of items of DISINFECTANT SOLUTION ordered in the Purchase Order PROVIDED reports of Standard Quality on samples testing received from Government Analyst or Approved Laboratories of Tender Inviting Authority.
5. 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 tenderer himself, the tenderer 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 tenderer fails to notify or fails to agree for such reduction of rates.
6. In case of any enhancement in Excise Duty due to notification of the

Government after the date of submission of tenders and during the tender period, 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 DISINFECTANT SOLUTION approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.

18. **DEDUCTION IN PAYMENTS:**

1. In all supplies, 1.5% of the supply value shall be deducted towards handling, transportation & testing charges.
2. **Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date days from the date of Purchase order and in such case, liquidated damages will be levied at 0.5% per week or part thereof subject to maximum of 10% of value of delayed supply.**
3. 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 on the total value of supply to that particular warehouse.
4. All the tenderers are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these packing specification a **separate damages** will be levied @ 2% irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not,

without prejudice the rights of alternative purchase specified in Clause No.15.9. No deviation in logogram shall be accepted.

19. **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.

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

1. If the samples do not conform to statutory standards, the tenderer will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the tenderer within a period of 30 days of the receipt of the letter from Tender Inviting Authority. The stock shall be taken back at the expense of the tenderer. Tender Inviting Authority has the right to destroy such DISINFECTANT SOLUTION NOT CONFORMING TO STANDARD if the tenderer does not take back the goods within the stipulated time. Tender Inviting Authority will arrange to destroy the DISINFECTANT SOLUTION NOT CONFORMING TO STANDARD 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 DISINFECTANT SOLUTION rejected till such

destruction.

2. If any items of DISINFECTANT SOLUTION supplied by the tenderer 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 articles or things will be recovered from the tenderer, if payment had already been made to him. In other words the tenderer will not be entitled to any payment whatsoever for Items of DISINFECTANT SOLUTION 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 DISINFECTANT SOLUTION from the any amount payable to the tenderer. On the basis of nature of failure, the product /supplier will be moved for Black Listing.
3. For supply of DISINFECTANT SOLUTION of NOT OF STANDARD QUALITY as in Sub- Clause 4 the Director of DISINFECTANT SOLUTION Control will be informed for initiating necessary action on the tenderer and that product shall be blacklisted and no further supplies accepted from him till he is legally discharged. The tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority for supply of such DISINFECTANT SOLUTION for a period of five subsequent years.
4. The tenderer 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.
5. The decision of the Tender Inviting Authority or any Officer authorized by

him as to the quality of the supplied DISINFECTANT SOLUTION, etc., shall be final and binding.

6. 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 tenderer will not be entitled for any compensation whatsoever in respect of such termination.
7. 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 tenderer shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the tenderer or from his properties, as per rules.
8. Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
9. In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.8, Clause 15.9 and in Clause 16.3 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 sources or in the open market or from any other tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
10. In all the above conditions, the decision of the Tender Inviting Authority, shall be final and binding.

21. **PURCHASE POLICY**

The purchase policy is in **Annexure-XI**. This policy is in addition to and not in derogation of the terms and conditions of the tender documents.

22. **BLACKLISTING PROCEDURE**

The procedure for blacklisting is in **Annexure-X** . This procedure is in addition to and not in derogation of the terms and conditions of the tender documents.

23. **ADJUDICATION/REVIEW BOARD**

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement which may be in the form of a Adjudication/ Review board having officers belonging to other departments not related to the purchaser of the purchasing organization.

24. **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.

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

The contract shall be govern 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 Civil Court within the State of Assam only.

DECLARATION

I/We M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender in Ref.No. _____, DATED _____ for supply of Disinfectant Solutions and Medicines for the period from _____ to _____ floated by the

DHS, ASSAM / DME, ASSAM / MD, NRHM; Health & Family Welfare Department , Govt. of Assam and accept all conditions of tender.

I/We declare that we possess the valid licence and GMP Certificate as per revised Schedule-‘M’ issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Disinfectant Solutions & Cosmetics Act, 1940 and the Rules made thereunder. 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

Seal
To be attested by the Notary.

Signature :
Name & Address :

DECLARATION FOR COMPLIANCE OF G.M.P

01. **Name and Address of The Firm** :
02. **Name of Proprietor / Partner / Director** :
03. **Name and Designation of Person Incharge of factory** :
04. **Details of Licenses 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 : Yes / No
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 Working Area - Details : Yes / No
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
- (li) Released Material : Provided / Not Provided

15. Details of Technical Staff

<u>Name</u>	<u>Qualification</u>	<u>Experience</u>
-------------	----------------------	-------------------

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 Licence : 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 Disinfectant Solution	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 Product 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 Cross Contamination at 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 Permisses :

(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

**PROFORMA FOR PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST 3 YEARS)**

Name of firm _____

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

Signature and seal of the Tenderer _____

ANNUAL TURN OVER STATEMENT

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 is true and correct.

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

Average turnover per annum - Rs. _____ Lakhs.

Concurrent Commitment

Sl. No.	Contract Ref.	Purchaser	Total Contract Value	outstanding Value	Estimated Delay in completion date

Date:
Seal:

(Name in Capital)

Signature of Auditor/
Chartered Accountant

CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT

(To be filled up 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 information is correct and complete to the best of my knowledge and belief.

Signature of applicant:

Address:

Date:

(To be issued up 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.

DECLARATION

We M/Sdo hereby declare that, if favoured with an order, we will supply the ITEMS as per the designs/specification given in enclosures to this Annexure and as per the instructions given in this regard.

Signature of the Tenderer
Name in capital letters with Designation

Attested by Notary Public.

DESIGN FOR/ SPECIFICATION OF DISINFECTANT SOLUTION

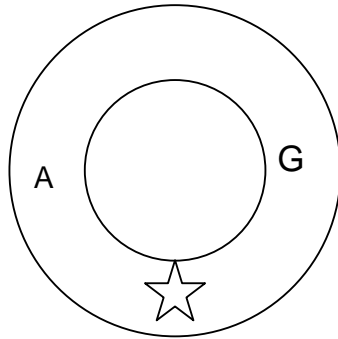
REAR SIDE

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

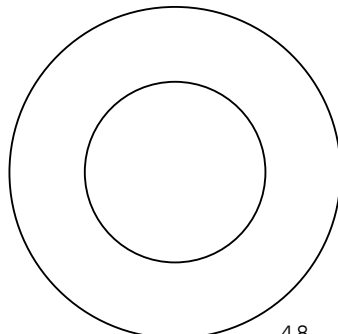
DESIGNS FOR LOGOGRAMS

LIQUIDS

Liquid preparations should be in plastic bottles with pilfer-proof caps bearing the following logograms:



The top of the cap and the label 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 "**ASSAM GOVERNMENT SUPPLIES - NOT FOR SALE**" and the logogram above.



ENCLOSURE – III TO ANNEXURE-V

**SPECIMEN LABEL FOR
OUTER CARTON**

**ASSAM GOVT. SUPPLY
NOT FOR SALE**

~~~~~  
**Disinfectant Solution**  
~~~~~

EXP. DATE:

**Batch. :
Mfg Date:
Manufactured by:**

**Quantity Packed:
Net Weight:**

**TENDER FOR THE SUPPLY OF DISINFECTANT SOLUTION FOR THE PERIOD
OF.....**

1. Every Consignment of Blood and related products should be certified to be
(a) AIDS Free (b) Hepatitis B Free
2. Specification of outer cartons are as given in the Schedule (Annexure-VII)
3. In case of any conflict between Carton specifications and packets per carton specification (Last column of this table), the specification of the packets / carton shall prevail.
4. All plastic containers should be made of virgin grade plastics.
5. All plastic jars above 450Gms / ml should carry an inner plastic lid.

ANNEXURE-VI

List of **DISINFECTANT SOLUTION**

Annexure - VI

**DHS/DME/DHS (FW), ASSAM, HEALTH & FW DEPTT.
TENDER FOR THE SUPPLY OF DISINFECTANT SOLUTION FOR THE PERIOD**

From 17/02/2014 to 31/03/2015

Sl. No	<u>ITEM NAME WITH SPECIFICATIONS</u>	<u>SIZES</u>	
1	<p><u>HIGH LEVEL DISINFECTANT & STERILANT FOR USE IN REPROCESSINGH EAT-SENSITIVE MEDICAL DEVICES</u> --</p> <p>>Liquid Reagent used for high level disinfection with 2.45% w/v Glutaraldehyde and MEC level of 1.5 % with a powder activator, completely free of surfactants. US FDA and EPA approved. Recommended by original OEM's.</p>	5 LITERS(Jar)/2LITRES(Jar)/1 LITRES(Jar)	High Level Disinfectant registered by the FDA for high level disinfection of semi critical instruments.Used for routine disinfection & sterilization.
2	<p><u>HIGH LEVEL DISINFECTANT & STERILANT FOR USE IN REPROCESSINGH EAT-SENSITIVE MEDICAL DEVICES-->0.55% w/w</u></p> <p>Orthophthalaldehyd e. US FDA and EPA approved.Achieves HLD in 5minutes</p>	5 LITRES(Jar)/1 LITRES(Jar)	Solution will provide rapid High Level Disinfection in 5 minutes after the instruments are cleaned. This ensure quick turnaround of instruments & hence less instrument inventory . Effective against glutaraldehyde-resistant atypical mycobacteria also. Suitable for endoscopes & heat sensitive instruments.Specially for Laparoscopic sterilization

			etc.
3	<p><u>ENZYMATIC DEAGENT FOR EFFECTIVE REMOVAL OF ORGANIC MATTER & BIO-BURDEN FROM INSTRUMENT & DEVICES</u> --->A</p> <p>Low foaming enzymatic detergent with Sodium tetraboratedecahydrate as cleanser and with rust inhibitors used for manual as well as automated system containing Protease, lipase, amylase and cellulase.</p>	3. 8 LITRES= 1 GALLON	Fast-acting and low foaming, Enzymatic Detergent presoak-plus-cleanser, allows instruments to be thoroughly cleaned before they are high level disinfected or sterilized. <u>Area of Application--></u> Where instruments are reprocessed, including GI labs, operating rooms, CSSD, TSSU, Obs & Gynae Dept, Outpatient surgery centres and physician offices.
4	<p><u>SURFACE DISINFECTANT FOR TERMINAL CLEANING</u> --</p> <p>>Sodium dichloroisocyanurate tablet, pH at 10000 PPM 6-7, surfactant free in tablet form with active concentration for 30 days</p>	50 TABLET/BOTTLE	Tablets can be used for surface disinfection. It is stable & easy to use. It is active against all types of microorganisms. <u>Area of Application--></u> For use in OTs, ICUs, Polyclinics, Dental Clinics, OPDs, Blood Banks, Clinical and Diagnostic Laboratories.

5	<p><u>TRAYS FOR REPROCESSING OF INSTRUMENTS</u> --- >Disinfecting/soaking tray with perforated inner liner and lid of different dimensions made from strong medical grade plastic autoclavable</p>	3.8 LITRES CAPACITY/8 LITRES CAPACITY	Trays can be used for soaking instruments .The tray lids ensures that there is no spillage or vapour escaping in the environment.The trays need to be autoclavable
6	<p><u>AERIAL DISINFECTANT(FOGGING) Cum SURFACE DISINFECTANT (TERMINAL CLEANING)</u>--- >11% w/v Hydrogen Peroxide stabilized by 0.01% w/v Silver Nitrate solution formulated with a patented swiss technology.</p>	1 LITRES JAR	<p>Solution can be used for Aerial disinfection/fumigation in OT as well as other critical areas as an alternative to formaldehyde .This will help to prevent any untoward closure of OT.</p> <p style="text-align: right;"><u>Area of Application--></u> For use in OTs,ICUs,Polyclinics,Dental Clinics,OPDs,BloodBanks, Clinical and Diagnostic Laboratories.</p>
7	<p><u>HOSPITAL CONCENTRATE FOR DISINFECTION OF WOUNDS & BURNS,PERINEUM & VULVA</u>-->15% W/V Cetrimide and 1.5% w/v Chlorhexidine Glucosate</p>	5 LITRES (JAR)/1 LITRES (JAR)	Solution can be used for disinfection of soiled wounds, burns, perineum,vulva and Umbilical cord disinfection.Also can be used for Cleaning of soiled instruments

ANNEXURE-VII

**I. SCHEDULE FOR PACKAGING OF DISINFECTANT SOLUTION
GENERAL SPECIFICATIONS**

1. All Corrugated boxes should be of 'A' grade paper ie., Virgin.
2. All items should be packed only in first hand boxes only.

FLUTE:

3. The corrugated boxes should be of narrow flute.

JOINT:

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

STITCHING:

5. 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:

6. The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60° should not crack.

TAPE:

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

CARRY STRAP:

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

LABEL:

9. Every corrugated box should carry a large outer label clearly indicating that the product is for "**ASSAM GOVERNMENT SUPPLIES – NOT FOR SALE**". 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.

11. The product label on the carton should be large atleast 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

ANNEXURE-VIII

UNDERTAKING

We M/s 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. Dt We shall strictly observe the terms and conditions against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director
Designation:

Notorised by

Seal:

ANNEXURE - IX

DETAILS OF MANUFACTURING UNIT

Name of the Tenderer & Full Address :

PAN Number :

Phone Nos. :

Fax :

E-Mail :

Date of Inception :

Licence No. & Date :

Issued by :

Valid up to :

Details of installed Production Capacity :

Liquids

Antiseptics /
Disinfectants :

Name & designation of the authorised signatory :

Specimen signature of the authorized Signatory :

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

ANNEXURE - X

PROCEDURE FOR BLACK LISTING

BLACKLISTING FOR QUALITY FAILURE.

1. **Each and every batch of Disinfectant Solution supplied by the suppliers shall be subjected to quality test by the laboratories empanelled through open tender process.**
2. The samples are collected from the Warehouses from each batch of supply of the same **Disinfectant Solution** and after eliminating the common batch, samples shall be taken in random, decoded and to be sent to the empanelled testing laboratories for testing the quality of **Disinfectant Solution**.
3. If such sample passes quality test in all respects, purchaser will instruct its Warehouses to issue such items of **Disinfectant Solution** to various hospitals / Institutions.
4. If the sample fails in quality test and report is received certifying that sample is **NOT OF STANDARD QUALITY**, one more sample shall be drawn from the same batch and to be sent to Government Laboratory for quality testing.
5. (a) If such sample passes the quality test, the **Disinfectant Solution** representing the
sample shall be qualified for issue to various Directorates / Institutions.
(b) If such sample fails the quality test and on receipt of report from the

Government laboratory, the **Disinfectant Solution** of the batch are not qualified for issue and the supplier shall be informed to take back the **Disinfectant Solution** supplied in the batch, which failed the quality test, as per the Tender condition and other consequences would follow as per the conditions in the Tender documents.

6. If two batches of particular items supplied by the supplier fail in test for ASSAY content during the tender period, the particular item of the Disinfectant Solution supplied by the supplier shall be blacklisted, after observing the procedure laid down in Para 10 (a).
7. If three batches of particular item supplied by the supplier fails in quality test in parameters mentioned in Pharmacopoeia ASSAY and other than ASSAY content during the tender period, then the particular items shall be blacklisted for the firm after observing the procedure laid down in Para 10(a).
8. In case of any sample in even one batch declared as **spurious or adulterated or misbranded by the Government Analyst**, the company shall be blacklisted.
9. (a) When on complaint from Disinfectant Solution inspector during their Test of field sample, that the particular Disinfectant Solution has been reported to be of NOT OF STANDARD QUALITY, the issue of available stock of the items will be stopped. Available stock of the product in hospitals will be retrieved. The supplier shall be called upon to explain why the product should not be blacklisted. On receipt of his explanation and scrutiny of record, decision will be taken by the _Purchaser_ to decide the appropriate punishment / penalties.
- (b) If four batches of particular items supplied by the supplier fails as in Para 9

(a) and reported by the Government Analyst then the particular items shall be black listed after observing the procedure laid down Para 10(a).

(c) If the supplier supplied more than one item and 50% of such items during relevant tender period, fail, then **the supplier** shall be blacklisted, after observing the procedure laid down Para 10(a).

10. (a) On receipt of report from Govt. Analyst / Disinfectant Solution Testing Laboratory

informing that particular Item / Disinfectant Solution is **NOT OF STANDARD QUALITY**, a notice shall be issued to the supplier calling for explanation within 7 days from the date of notice.

On receipt of explanation from the supplier, the Purchaser may take appropriate action on merits of the case and impose penalty including the blacklisting of the particular item of the product / supplier.

(b) If the particular item of the Disinfectant Solution has been black listed according to the procedure stated above, the supplier/s is/are not eligible for participating any of the tenders for the particular item floated by purchaser for a period of 5 years immediately succeeding the period in which supplies were made to purchaser.

(c) The supplier/s blacklisted according to the procedure stated above, are not eligible for participating in any of the tenders floated by purchaser for a period of 5 years immediately succeeding the period in which supplies were made to purchaser.

BLACKLISTING FOR NON-SUPPLY:

11. **The supplier shall start to supply within 30 days from the date of Purchase Order and shall complete the supplies within 45 days from the date of Purchase Order as stated in Tender condition.**
12. Purchaser will be at liberty to accept the supply made belatedly as per the terms and conditions of the tender document on imposing the Liquidated damages at the rate stipulated in conditions of the tender documents.
13. (a) If the suppliers/s fail/s to execute the Purchase order and inform/s purchaser about their inability to execute the order and in compliance of the Purchase order due to act of force majeure , then the purchaser may pass appropriate order on merits of case.

EXPLANATION:

Increase in the cost of raw materials, Power failure, Labour strike, Lay off, Closure of the factory and failure of sub-vendor would not be considered as act of force majeure.

- (b) If the supplier fails to execute atleast 50% of the quantity mentioned in single Purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of Disinfectant Solution for a period of one year immediately succeeding year in which supplier has placed Purchase order.

Provided that before issue of orders as discussed in Para 13 (b) above, the procedure laid down Para 10(a), as applicable shall be observed.

The black listing of particular item of the Disinfectant Solution or the supplier is without prejudice to the other penalty stipulated in the conditions of Tender Documents.

ANNEXURE – XI

PURCHASE POLICY

DEFINITIONS:-

1. Disinfectant Solution means and includes, for the purpose of this Disinfectant Solution Policy, other health sector goods.
2. L1 rate means the lowest rate declared by purchaser for items for the period mentioned in the tender documents.
3. Matched L1 means the tenderer or tenderers who have consented, in writing, to match the L1 rate for the particular items and agreed to abide by the terms and conditions of tender documents.
4. LD means liquidated damages levied by the purchaser for the delay in supply of the items after the expiry of contractual delivery date at the rate mentioned in the tender conditions.
5. Unexecuted fine is the fine imposed for the default committed by the supplier in supplying the required quantity of items as per the Purchase Order and recovered from any amount due and payable to the supplier.
6. Purchase Order means the order issued by purchaser to the supplier informing to supply the required quantity of the items at the predetermined price and directing the supplier to supply at the designated destination mentioned in the Schedule accompanying the purchase order.
7. Schedule means the schedule annexed to the Purchase Order issued by the purchaser, consisting of the quantity of items required, cost of unit of

items, generic name and code of the items, destination, etc.,.

8. Supplier is a person with whom the Purchase Order is placed and who has agreed to supply the items on abiding by the terms and conditions of tender document.

ARTICLE 1.

After the conclusion of Price Bid opening (Cover B), the lowest offer of the tenderer is considered for negotiation and rate arrived after negotiation is declared as L1 rate and L1 supplier for an item or items of items for which the tender has been invited.

ARTICLE 2.

The tenderer who has been declared as L1 supplier shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such tenderer is eligible for the placement of Purchase Orders for the item or items quoted by him.

ARTICLE 3.

- I) If two or more than two tenderers declared as L1 suppliers for the same item of items, and such tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such tenderer is eligible for the placement of Purchase Orders for the item or items of items quoted by them.
- II) In certain special circumstances and at the discretion of the purchasing authority, the L1 rate/rates as explained in Article 1 above (i.e. the

negotiated L1 rate of the lowest bidder) for some of the items may be intimated to the other tenderers who were eligible for Price Bid (Cover 'B') opening, inviting their consent to match L1 rates for those items quoted by them and the tenderers who have given consent shall be considered as matched L1 tenderers for those items. These tenderer shall also furnish the break up details of price (L1 rates) in format at Annexure –XIV.

ARTICLE 4.

The L1 supplier is entitled to be placed the Purchase Orders for the item or items and if there are more than one L1 supplier (as stipulated in Article 3 above), the Purchase Orders for the requirement of items will be placed among them in equal proportions, provided that no L1 supplier is entitled to be placed Purchase Orders exceeding the production capacity indicated by the supplier in the agreement executed by them.

ARTICLE 5.

- (a) If the L1 supplier failed to supply the required items with in the stipulated time or with in the time extended as the case may be, purchaser will cancel the purchase orders pending unexecuted,

- (b) purchaser may negotiate with L2/L3 bidders and may place Purchase Orders with the Matched L1 for purchase of the items, Provided such Matched L1 rate tenderer shall execute necessary agreement indicating the production capacity as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such tenderer is

eligible for the placement of Purchase Orders for the item or items of items quoted by them.

- (c) However, purchaser may decide to float a fresh tender after debarring the L1 bidder from participation.

ARTICLE 6.

Subject to Article 5 of this policy, While purchaser has chosen to place Purchase Orders with the Matched L1 supplier and there are more than one such Matched L1 supplier, then the Purchase Orders for the requirement of items will be placed among them in equal proportions, Provided that no Matched L1 supplier is entitled to be placed Purchase Orders exceeding the production capacity.

ARTICLE 7.

- (a) The supplier shall start supply the items required by purchaser at the destination mentioned in the schedule, within the period stipulated in the Purchase Order.
- (b) The items supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. purchaser will not be responsible for the loss to the supplier and will not entertain any demand/claim.

ARTICLE 8.

- (a) The supplier shall, after supply of items at the specified destinations, submit Excise Invoice (Original), Test Report and other relevant documents etc., at the Head Office of the purchaser, claiming payment for the supply made.
- (b) The supplier shall supply the items at the specified destination and submit

the copy of excise invoice, copy of the Purchase order, Delivery Challan and other relevant documents at the destinations.

ARTICLE 9.

The supplier shall take utmost care in supplying the quality items and ensure that the batch number mentioned in the packages of the items tally with the batch number mentioned in the Invoice produced to purchaser for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of the items is mentioned in the invoice. Any variation will delay the payment for the supply.

ARTICLE 10.

It is the duty of the supplier to supply of items to the destinations mentioned in the Purchase Order and supply shall conform to the condition mentioned in the provisions of tender documents, viz., logo, nomenclature in local language, etc.,

ARTICLE 11.

Subject to Article 11 of this Policy, purchaser will process the invoices submitted by the supplier and the payments against supply will be made, with in 30 days from the date the items supplied has been declared of STANDARD QUALITY by the Empanelled laboratory of purchaser and the supplier has supplied at least 70% of the quantity ordered.

ARTICLE 12.

If the supplier fails to supply the items for the Purchase Orders, at any point of time, either fully or partly, with in the stipulated time, purchaser is at liberty to place Purchase Orders with the other tenderers (in ascending order, viz., L2,L3 and so

on) at the price offered by them and in such cases the supplier is liable to indemnify the purchaser, WITH OUT ANY DEMUR, for the difference in cost incurred by purchaser and the purchaser is entitled to recover the difference in cost from the amount due/payable to the supplier.

ARTICLE 13.

Notwithstanding any thing contained in Article 12, the supplier, after committing the default in supply either partly or fully, can inform purchaser its willingness to execute the Purchase Order during the tender period and purchaser may consider the willingness of the supplier on merit. Subject to the provisions in the Tender Document, purchaser will levy Liquidated Damages, Unexecuted Fine and other levy.

ARTICLE 14.

Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and this Policy, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated with in 15 days from the date of receipt of payment, failing which purchaser will not entertain any claim thereafter.

This purchase policy is in addition to, not in derogation of the Tender document and agreement executed by the supplier.

CHECK LIST

ANNEXURE – XII

COVER - A.

Tender No.

Name of the Mfgr/Frim:

Page No.

- | | | | |
|--|----------------------|---|--|
| 1. Checklist – Annexure IX | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 2. IPO/Court fee. | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 3. EMD in the form of DD/BC shall be kept in an envelop | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 4. Documentary evidence for the constitutions of the company / concern | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 5. Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted. | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 6. Duly attested photocopy of Import Licence, if imported. | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 7. The instruments such as power of attorney Resolution of board etc. | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 8. Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority. | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 9. Market Standing Certificate issued by the Licensing Authority | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |
| 10. Non Conviction Certificate issued by the Drugs Controller | <input type="text"/> | <input type="text"/> YES <input type="text"/> | <input type="text"/> NO <input type="text"/> |

11. Good Manufacturing Practices Certificate	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12. OEM Letter	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13. US FDA / US EPA/CE Certification	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14. Annual Turnover Statement for 3 Years Annexure-III.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15. Copies of balance sheet & profit loss account for three years.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
16. Sales Tax clearance certificate Annexure-IV	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
17. Undertaking for embossment of logo Annexure –V with enclosure I, II, & III	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
18. Declaration Form Annexure- I with enclosure.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
19. Proforma for Performance Statement Annexure-II	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
20. Details of Manufacturing Unit Annexure-IX	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
21. WHO, UNICEF, ISO certificates if any	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
22. Details of Technical personnel employed in the manufacture and testing	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
23. Undertaking on fraud and corruption Annexure-VIII.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
24. List of items quoted without rates.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
25. The Tender document signed by the tenderer in all pages with official seal.	<input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

ANNEXURE – XIII

LANDED PRICE

Sl No. (1)	Name of the Item (2)	Basic Price Inclusive of Incidental Services (3)	Packing & Forwarding Charges (4)	Excise Duty (5)	Freight Insurance Charges (6)	(Sale tax) (7)	Total landed Price (3+4+5+6+7) (8)

Note: The firms shall indicate the break up prices at Column 3 to 7 separately.

Date :

Place:

Signature:
Name :
Designation

9. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

The 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) Special Condition of Contract

(c) General Condition 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 _____