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

Telephone No. 0361-2261630 **Fax No. 0361-2261630**

E-mail- directorhealthassam@yahoo.co.in

BID DOCUMENT FOR NATIONAL/DOMESTIC COMPETITIVE BIDDING

Issued to M/s. _____

Sl.No:

NOT TRANSFERABLE

Ref .No: HSPB/1/Drugs & Pharmaceuticals/2014-15/585 **Dated 30/12/2014**

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

TENDER FOR THE SUPPLY OF DRUGS & PHARMACEUTICALS

FOR THE PERIOD FROM : 30th December"2014 to 31st Mar"2016

LAST DATE & TIME FOR RECEIPT OF TENDER: 19/01/2015 UPTO 2:00 PM

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

No. HSPB/5/ Drugs & Pharmaceuticals/2014-15/585 **Dated 30/12/2014.**

SHORT NOTICE INVITING TENDER

Sealed Tenders in 2 (Two) Bid System affixing non refundable Court Fee of ₹ 8.25 (Rupees Eight and Paisa 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 for supply of Drugs & Pharmaceuticals to the Director of Health Services, Assam, Director of Medical Education and Director of Health Services (F.W), Assam for various Health Institutions including the Medical Colleges of Assam for the Financial year 2014-2015 & 2015-16 with due date on 19/01/2015 up to 2.00 P.M.

The terms and conditions and detailed of the Drugs & Pharmaceuticals are available in the tender documents which can be obtain from the office of the Director of Health Services, Assam from 2nd January '2015 on payment of Rs. 3000/- (Rupees Three Thousand) only non-refundable in the form of Demand Draft/ Bankers Cheque in favour of "Directorate of Health Services, Assam", payable at SBI, Dispur Branch. The tender document is also available in the website of NHM, Assam www.nrhmassam.in & http://online.assam.gov.in. The tenderer who downloaded the tender document from the website has to pay ₹3000/- (non refundable) in the form of Demand Draft/Bankers Cheque in favour of "Directorate of Health Services, Assam", payable at SBI, Dispur Branch while submitting the tender without which the tender will not be accepted. The Earnest Money Deposit will be Rs.10.00 Lakhs (Rupees Ten Lakhs) in the form of Demand Draft / Bank Guarantee of a Nationalized Bank.

The tenderer must reach the undersigned on or before 19/01/1015 upto 2.00 pm after which no tender will be accepted. The Tender will be opened on 20/01/2015 at 11.00 a.m. in present 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 no complains of any terms and conditions and submission of documents along with the tender as required.

The Director of Health Services, Assam reserves the right accept or reject any or whole of the tender without assigning any reason thereof 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-36 at Tele-Fax No.0361-2261630 and E-mail ID: directorhealthassam@yahoo.co.in .

Sd/- Dr. (Mrs.) B.P. Basumatary
Director of Health Services, Assam,
Hengrabari, Guwahati-36.

No. HSPB/5/ Drugs & Pharmaceuticals/2014-15/586-90 **Dated 30/12/2014.**

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 NIT in the Assam Tribune and 3 widely circulated National newspapers.
3. The Mission Director, NHM, Assam, Saikia Complex, Christanbasti, Guwahati-05. He is requested to take necessary steps to upload the SNIT in the NHM Website urgently.
4. The Managing Director , Amtron, Bamunimaidan, Guwahati-21. He is requested to take necessary steps to upload the SNIT 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

TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES FOR THE PERIOD FROM Oct"2014 TO 31-03-2016

TENDER REFERENCE	**:**	HSPB/5/Drugs & Pharmaceuticals/2014-15/585 Dated 30/12/2014
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	02/01/2015
LAST DATE FOR SALE OF TENDER DOCUMENT	:	17/01/2015
LAST DATE AND TIME FOR RECEIPT OF TENDER	:	19/01/2015 upto 2:00 PM
TIME AND DATE OF OPENING OF TENDER	:	20/01/2015 at 11:00 AM
PLACE OF OPENING OF TENDER	:	Conference Hall of DHS (F.W.)
ADDRESS FOR COMMUNCATION	:	Director of Health Services, Assam Hengrabari, Guwahati-36 Tel- Fax: 0361-2261630 Email directorhealthassam@yahoo.co.in
Cost of the Tender Document	:	Rs. 3000/-only in favour of DHS, Assam 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 DRUGS AND PHAMACEUTICALS TO D.H.S., ASSAM/ D.M.E., ASSAM/ D.H.S. (F.W.), ASSAM FOR THE PERIOD FROM DECEMBER"2014 TO 31/03/2016

Director of Health Services, Assam, Hengerabari, Guwahati-36 (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites Tender for the Supply of Drugs and Pharmaceuticals to D.H.S., Assam/ D.M.E., Assam/ D.H.S. (F.W.), Assam for the period from 30 December"2014 to 31/03/2016.

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 2 P.M. on 19/01/2015 by the Director of Health Services, Assam, Hengrabari, Guwahati-36.

(b) The supply of the tendered items will be for a period from 30 December"2014 to 31/03/2016. This period may however be extended for a further period on mutually agreed terms.

2. **ELIGIBILITY CRITERIA**

(a) Tenderer shall be a manufacturer having valid manufacturing license or a direct importer having valid importer license in their name . Distributors / Suppliers / Agents are not eligible to participate in the Tenders.

(b) Annual turnover in the last three financial years i.e. 2011-12, 2012-13, 2013-14 shall not be less than Rs.50.00 Crores per year. The Annual Turn Over should be of Drugs & Pharmaceuticals only.

(c) Tenderer should have atleast 3 years Market Standing as a manufacturer for each drug quoted in the tender and for similar drugs for 3 years.

(d) Certificate of Good Manufacturing Practice (GMP) continuously for the previous 3 years period.

(e) Should complete atleast 3 similar contracts during last 5 years.

(f) Experience & knowledge of modes of packing, distribution & transportation of such items under monsoon conditions.

(g) 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.

(h) 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.

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 17/01/2015 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. An amount of Rs. 10.00 Lakhs (Rupees Ten Lakhs) only is to be deposited as Earnest Money in the form of Demand Draft /Bank Guarantee of a Nationalized Bank favouring Director of Health Services, Assam, Hengrabari, Guwahati-36. The Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted. The 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 AND PUBLIC SECTOR UNDERTAKING OF THE STATE OR CENTRAL GOVT.**

(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 outside 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.

V) Cover (a) 2 (i) of the Bid Document mentioning the participation of National Small Industries Corporation should be deleted as National Small Industries Corporation has discontinued registering the SSI Units as manufacturers of drugs/ Pharmaceutical items since 05-04-1994 as per DGS &D Circular No. REGNI/P-172/PG Dated 4/3/1994

(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 Drugs 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 Licencing Authority as a Manufacturer for each drug 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 Drugs Controller of the state certifying that the drugs 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 Licencing Authority. The tenderer shall also furnish a notorized 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., 2011-2012, 2012-2013 and 2013-2014 along with concurrent commitment for the current financial year(ref clause 2(b)) in the format given in **Annexure-III** certified by the Auditor. The Manufacturer will have to produce the following documents alongwith Annexure-II:

a. Audited Financial statements along with Audit Report of last three financial years. Each page of statements are to be further certified as "the same statement has been submitted to Income Tax Authorities" or "Online Income Tax Return has been prepared and submitted on the basis of the same financial statement" by the Manufacturer .

b. Certified copies Income Tax Returns and Income Tax Return Acknowledgements of last three years.

c. In case any audit has been conducted under Sales Tax Laws, copies of such audit reports of last three years .

d. Name, address, telephone Nos., PAN of the Auditor(s) of each year.

e. The Authority reserves the right to verify these statements from the concerned departments and auditors.

(k) **EXECUTION OF SIMILAR CONTRACTS**

List of similar contracts executed during the last 5 years.

(l) **CERTIFICATE OF EXPERIENCE**

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

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

Copies of balance Sheet and Profit and Loss Account for three years i.e. 2011- 2012, 2012-2013, 2013-2014 and certified by the Auditor.

(n) **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 drugs (Employee Name, Qualification, Experience) as endorsed in license.

(s) **LIST OF ITEMS QUOTED**

List of items quoted (The name & Drug 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 DURGS AND PHARMACEUTICALS

FOR A PERIOD FROM December"2014 TO 31.03.2016 **DUE ON 19/01/2015 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. The Sl. No. of the items mentioned in Annexure-VI should be mentioned specifically for items quoted.

(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 DRUGS AND PHARMACUETICALS FOR A PERIOD FROM 30th December"2014 TO 31.03.2016.

"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 OF DRUGS & MEDICINES FOR A PERIOD FROM 30th December" 2014 TO 31.03.2016 DUE ON 19/01/2015 **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. **GENERIC NAMES**

Tender has been called for in the **generic names of drugs.** 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.

2. **FIRM RATES**

Firm Rates (inclusive of Excise Duty, sales tax, transportation, insurance, and any incidental charges) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis according to the unit ordered. Tender for the supply of drugs, medicines, 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.

3. **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.

4. **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.

5. 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.

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

7. 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 15% 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 registere

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 drugs or for any one or more of the items of drugs 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/- (Rupees Ten Lakhs).
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/Bank Guarantee 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 shall be considered duly served on or given to the tenderer if delivered to him or left at his premises, places of business or above.

(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 45 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 SPEICIFIED 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 drugs 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 Drugs (covered in SCHEDULE P of Drugs and Cosmetics Act) should have a maximum potency throughout the shelf life period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under. All other items of drugs and medicines should have self – life of minimum 2 years from the date of manufacture.

h) **TEST REPORT**

The tenderer must submit a Test Analysis report from a Government approved Laboratory for every batch of drug 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, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

j) **SHORTAGES & DAMAGE**

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

k) **EXPIRY OF SHELFLIFE**

The tenderer shall take back Drugs, 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 anything of value to influence the action of an official in the procurement process or in contract execution.
2. “Fraudulent Practice” means misrepresentation or omission of facts in 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 Drugs 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 tablets and capsules, bottles etc., as per the design enclosed as per **Annexure-V .**

2. All tablets and capsules have to be supplied in standard packing of 10 x 10 in strip or blister 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.

3. Vials, Ampules and bottles containing items tendered for should also carry the logogram.

4. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement

15. **PACKING**

1. The Drugs and medicines shall be supplied in the package specified in **Annexure-VII** and the package shall carry the logograms specified in **Annexure-V**. The Drugs 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. The labels in the case of injectable should clearly indicate whether the preparations are meant for IV, IM, SC, etc.
5. The capsule shall have the name of the drug, in addition to the logo.
6. It should be ensured that only first hand fresh packaging material of uniform size including bottle and vial is used for packing.
7. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
8. Packing should be able to prevent damage or deterioration during transit.
9. In the event of items of drugs supplied found to be not as per specifications in respect of their packing, the Tender Inviting Authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other 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 Drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. 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 Drugs and medicines supplied failing quality tests or found to be not as per specifications the Tender Inviting Authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other 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 drugs, medicines etc., will be made to the tenderer.

2. Payments towards the supply of drugs, 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 Drugs 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 Drugs 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 DRUGS 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 DRUGS 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 drugs rejected till such destruction.
2. If any items of Drugs / Medicines 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 drugs found to be of NOT OF STANDARD QUALITY

whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of drugs from the any amount payable to the tenderer. On the basis of nature of failure, the product /supplier will be moved for Black Listing.

3. For supply of drugs of NOT OF STANDARD QUALITY as in Sub- Clause 4 the Director of Drugs 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 Drugs 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 drugs, medicines 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 PURCAHSE, 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.

ANNEXURE-I

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 Drugs 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 posses 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 Drugs & 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

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 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

(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 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 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 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 Permises :

(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_____

ANNEXURE-III

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.	2011-12	-
2.	2012-13	-
3.	2013-14	-

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:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

ANNEXURE-IV

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. 2011-12

II. 2012-13

iii. 2013-14

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.
2011-12					
2012-13					
2013-14					

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:

Enclosure to annexure-IV

(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.

ANNEXURE-V

DECLARATION

We M/S ……do 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

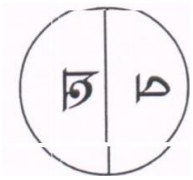
Name in capital letters with Designation

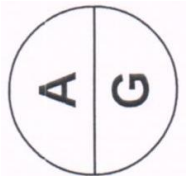
Attested by Notary Public.

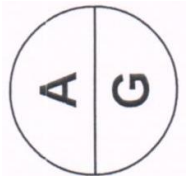
ENCLOSEURE-I TO ANNEXURE- – V

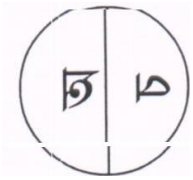
DESIGN FOR/ SPECIFICATION OF

TABLET

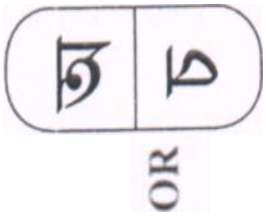


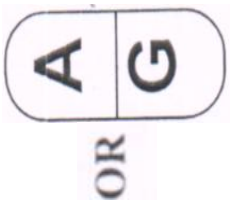


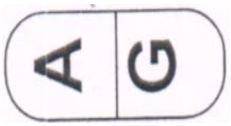


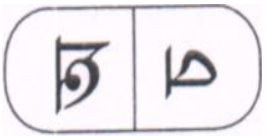


CAPSUL









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

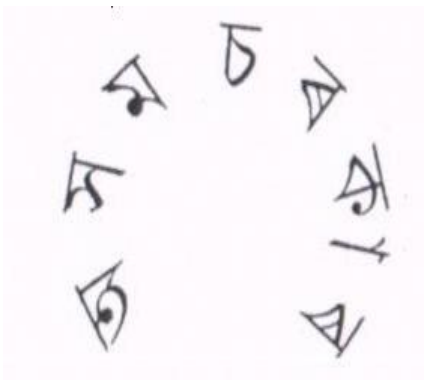

NOT FOR SALE
পেৰাচিটামল ৫০০ মিলি গ্রাম
অসম চৰকাৰৰ যোগান
বিক্রীৰ বাবে নহয়
PARACETAMOL 500 mg
ASSAM GOVERNMENT
SUPPLIES
NOT FOR SALE
পেৰাচিটামল ৫০০ মিলি গ্রাম
অসম চৰকাৰৰ যোগান
বিক্রীৰ বাবে নহয়
PARACETAMOL 500 mg

ENCLOSURE-II TO ANNEXURE-V

DESIGNS FOR LOGOGRAMS

INJECTIONS

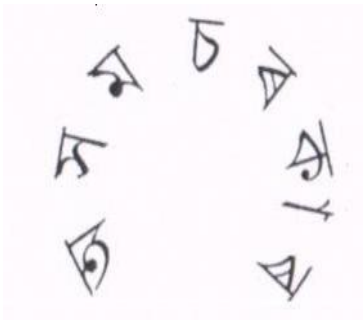
Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words "**ASSAM GOVERNMENT SUPPLIES - NOT FOR SALE**" overprinted and the following logogram which will distinguish from the normal trade packing.



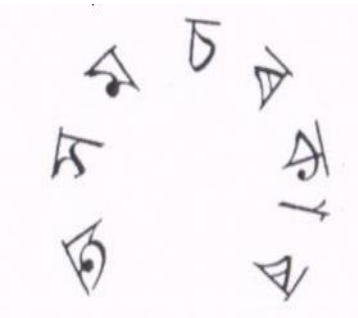
The vials should be supplied with aluminum seals containing the following logogram.

LIQUIDS

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

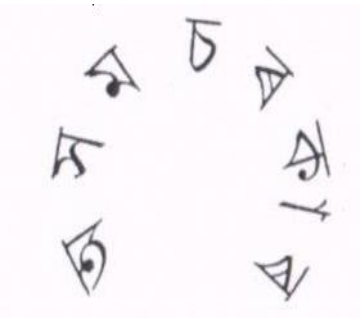


The top of the cap and the label to be affixed on the containers should bear a distinct colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words “**ASSAM GOVERNMENT SUPPLIES - NOT FOR SALE**" and the logogram above.



OINTMENTS

Ointments should be supplied in tubes bearing the following logograms and the words "**ASSAM GOVERNMENT SUPPLIES - NOT FOR SALE**" overprinted in red colour.



ENCLOSURE – III TO ANNEXURE-V

SPECIMEN LABEL FOR
OUTER CARTON

ASSAM GOVT. SUPPLY
NOT FOR SALE

~~~~~~~~~~~~~~~~~~~~~~~~

PARACETAMOL TAB I.P.

~~~~~~~~~~~~~~~~~~~~~~~~

EXP. DATE: DEC 2016

Batch. : 150903 **Quantity Packed: 100x10x10**
Mfg Date: July 2014 **Net Weight: 7.5 Kg.**

Manufactured by:

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

TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES FOR THE PERIOD OF Oct".2014 TO 31.03.2016.

1. Every Consignment of Blood and related products should be certified to be
   (a) AIDS Free (b) Hepatitis B Free
2. Strips of Aluminium foils refer to gauge 04.
3. Aluminium foils as back material for blisters 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 Aluminium Tubes.
7. IV Fluid bottles should be FFS/PE 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-VII)
10. 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.
11. All tablets should have a score line.
12. All liquid orals should be provided with a measuring device (Except Cough syrup).
13. All plastic containers should be made of virgin grade plastics.
14. All plastic jars above 450Gms / 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 aluminium foil back.
17. Additional speciation for infusion set: Single use, Sterile Non-Toxic Pyrogen free PVC material with inbuilt Air vent with bacteria barrier, fluid filter in the Drip chamber. A tubing Length distal to the Drip chamber shall not be less than 1500 mm, including injection site when provided male conical fitting. Air inlet with micro filter incorporated in the bottle end of the tube. Dripper in the Air Trap Chamber (Drip Chamber) should be more than 5 mm with a shoulder to prevent fluid running along the side wall. Patient end of the set should have latex tubing for about 2-3 cms for injecting drugs. All joints to be properly fused so that there is no leakage.
18. In the combi pack the IV set will be manufacture from any company and it will supply through the IV fluids and maintain the quality as mentioned in Tender paper.

ANNEXURE-VI

List of Medicines

GENERAL MEDICINE

Annexure - VI

A. DHS/DME/DHS (FW), ASSAM, HEALTH & FW DEPTT.TENDER FOR THE SUPPLY OF DRUGS & MEDICINES FOR THE PERIOD OF December"2014 TO 31st Mar"2016

ITEM NO	Name Drugs and Strength.	Unit
	Anaesthetics	
1	inj Atracurium Bisylate 10mg/ml	Per amp
2	inj Succinyl Choline Chloride – 50 mg/ml	10ml/amp
3	inj Neostigmine IP 0.5 mg/ml(IM/SC use)	1ml/amp
4	Inj Glycopyrolate 0.2mg/ml	1ml/amp
5	IV Paracetamol 150mg/ml.	2ml. Amp
6	Tab Theophyline and Etiophylline Theophyline IP 23mg Etiophylline IP-77mg.	1x10 Tabs
7	Inj.Adrenaline hydrochloride 1:1000	1ml amp
8	Tab Prednisolone IP 5 mg	1x10 Tabs
9	inj Invert Sugar 10%in water	500ml FFS/PE bottle
10	inj Anti-Snake Venom (Serum)	10ml vial
11	inj Tetanus toxid IP	0.5ml amp
12	Syrup Amoxycillin Trihydrate IP 125 mg + Potasium Clavulanic Acid 31.25 mg	30 ml Bottle
13	inj Vit. K IP	1 ml amp
14	Cap Nifedipine IP 5mg	1x10 caps
15	Tab Doxylamine succinate 10mg	1x10 tab
16	Tab Ferrous Sulphate with Folic Acid Each Tablet contain Elemental iron – 100 mg and Folic acid –1.5 mg	1x10 Tabs
17	Tab Ferrous Sulphate with Folic Acid (Paediatric) Each Tablet contain Elemental iron – 20 mg and Folic acid –0.5 mg	1x10 Tabs
18	Tab Folic Acid USP 1 mg	1 x10 Tabs
19	inj Cyanocobalamine IP 100 mcg/ml	2ml amp
20	Tab Zinc sulphate monohydrate: 125mg (equivalent to 45mg elemental zinc).	1 x10 Tabs
21	Inj Magnesium sulphate 500mg/ml	10 ml amp
22	BENZOLIC ACID OINT. 15GM	OINTMENT
23	SODIUM VALPROATE SYP 200mg/5ml	bottle
24	METHYLDOPA TAB IP 250 FILM COATED	1x10
25	VECURONIUM BROMIDE 4mg/2ml Inj	vial
26	SODALIME BICARBONATE INJ	Amp
27	ACYCLOVIR Inj 250mg	Amp

28	INJ.BENZATHINE BENZYLPENICILLIN G.6 LACS UNIT	VIAL
29	INJ HYOSCINE BROMIDE 20 MG/ML	AMP
30	INJ STERILE AMIODRONE Each ampule contains Amiodarone Hydrochloride 150 mg/3 mL (50 mg/mL) and benzyl alcohol as preservative (2.02% m/v)	Amp
31	Tab Prednisolone 10mg	1x10

ANNEXURE-VII

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES

GENERAL SPECIFICATIONS

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

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably 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 over lap 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 **"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 cartoon 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.

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 AND BELOW 1 LIT.

(1) All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.

(2)	Grammage	:	Outer box should be 150 gsm inside partition / lining should be 120 gsm
(3)	Ply	:	7 Ply.
(4)	Bursting Strength	:	Not less than 12 Kg/Cm^2

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 individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.

(2)	Grammage	:	Outer box should be 150 gsm inside partition / lining should be 120 gsm
(3)	Ply	:	5 or 7
(4)	Bursting Strength	:	Not less than 12 Kg/Cm^2

V. SPECIFICATIONS FOR LIQUID ORALS

50ml to 120 ml bottles.

(1) 100 bottles of 50ml or 60ml may be packed in a single corrugated in 2 rows with top, bottom and centre 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 partition should be

provided between each bottle. The measuring device should be packed individually.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

(4) Ply : 7 ply

(5) Bursting Strength : Not less than 12 Kg/Cm^2

(6) In case the box is heavier than 7 Kg but less than 10 kg, the grammage may be 150 gsm (outer 150 gsm and others 120 gsm) 5 ply and bursting strength should not be less than 9 Kg/Cm^2.

VI. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 Kgs.

(2) Every Ointment tube should be individually packed in cartoon and then packed in 20's in a 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 CB boxes for

a. Vials : Note less than 13 Kg/Cm^2

b. Amp : Note less than 9 Kg/Cm^2

(4) In the 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 cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre 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 cartoon with a 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 Aluminium Foil laminated with glassing or heat sealable plastic film, Outer paper may contain label information.

(2) 50 sachets may be packed in grey board boxes and 10 grey board boxes in a C.B.

(3)	Grammage	:	Outer box should be 150 gsm inside partition / lining should be 120 gsm
(4)	Ply	:	5
(5)	Bursting Strength	:	Not less than 9 Kg/Cm^2.

IX. LYSOL

(1) Not more than 5 litres cans may be packed in a single CB.

(2)	Grammage	:	Outer box should be 150 gsm inside partition / lining should be 120 gsm
(3)	Ply	:	7 Ply
(4)	Bursting Strength	:	Not less than 12 Kg/ Cm^2

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 :

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 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 drugs / medicines 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 drugs 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 drugs.

3. If such sample passes quality test in all respects, purchaser will instruct its Warehouses to issue such items of drugs 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 drugs 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 drugs of the batch are not qualified for issue and the supplier shall be informed to take back the drugs 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 drug 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 Drug Inspector during their Test of field sample, that the particular drug 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 / Drug Testing Laboratory informing that particular Item / Drug 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 drug 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 majuere , 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 majuere.

(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 drugs / medicines 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 drug/medicine or the supplier is with out prejudice to the other penalty stipulated in the conditions of Tender Documents.

ANNEXURE – XI

PURCHASE POLICY

DEFINITIONS:-

1. Drugs / Medicines means and includes, for the purpose of this Drug Policy, Medicines, Surgical, Sutures and 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.

ANNEXURE – XII

CHECK LIST

COVER - A. **Page No.**

Tender No.

Name of Mfgr:

1.	Checklist – Annexure XII		Yes		No	
2.	EMD in the from of DD/BG shall be kept in an envelop. SSI/NSI certificate for exemption		Yes		No	
3.	Documentary evidence for the constitutions of the company / concern		Yes		No	
4.	Duly attested photocopy of Licence for the product duly approved by the Licencing authority for each and every product quoted.		Yes		No	
5.	Duly attested photocopy of Import Licence, if imported.		Yes		No	
6.	The instruments such as power of attorney, resolution of board etc.,		Yes		No	
7.	Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.		Yes		No	
8.	Market Standing Certificate issued by the Licensing Authority		Yes		No	
9.	True copy of record of manufacture to establish 3 years market standing.		Yes		No	
10.	Non Conviction Certificate issued by the Drugs Controller		Yes		No	

11.	Good Manufacturing Practices Certificate		Yes		No	
12.	Annual Turnover Statement for 3 Years Annexure-III		Yes		No	
13.	Copies of balance sheet & profit loss account for three years		Yes		No	
14.	Sales Tax clearance certificate Annexure-IV		Yes		No	
15.	Undertaking for embossment of logo Annexure-V with enclosures I, II & III		Yes		No	
16.	Declaration Form Annexure-I with enclosure		Yes		No	
17.	Proforma for Performance Statement Annexure-II		Yes		No	
18.	Details of Manufacturing Unit Annexure-IX		Yes		No	
19.	WHO, UNICEF, ISO certificates if any		Yes		No	
20.	Details of Technical personnel employed in the manufacture and testing		Yes		No	
21.	Undertaking on fraud and corruption Annexure-VIII		Yes		No	
22.	List of items quoted without rates. (Sl. No. of Items as Annexure –VI should be mentioned specifically)		Yes		No	
23.	The Tender document signed by the tenderer in all pages with office seal.		Yes		No	

NNEXURE – XIII

TENDER FOR THE SUPPLY OF DRUGS AND PHARMACEUTICALS FOR THE PERIOD FROM 30 December"2014 TO 31.03.2016

Sl. No. (1)	Name Drugs and Strength. (2)	Unit (3)	Manufacturing Capacity		Rate per Unit * ✞ (Landed Price) (6)			Total Value [(3)X(6)] in figures (7)
			60 Days (4)	1 Year (5)	In figure Rs.	P.	In Words	
1								
2								
3								
4								
5								

* The rate quoted at column 7 should be inclusive of all cost & sales tax.

✞ In case of discrepancy between the price quoted in words and in figures lower of the two will be considered.

Place :

Signature

Date :

Name in Capital Letters

Designation

ANNEXURE – XIV

SAMPLE
TENDER FOR THE SUPPLY OF DRUGS AND PHARMACEUTICALS FOR THE PERIOD FROM December"2014 TO 31.03.2016
Break up of Landed price per unit.

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

Note : The firms shall indicate the break up prices at Column 3 to 7 separately and wording like "Included" shall not be substituted for the same.

Place :

Date :

Signature

Name in Capital Letters

Designation

ANNEXURE-XV

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 _____

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