



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

TENDER FOR THE SUPPLY OF DRUGS USED IN MEDICAL METHODS OF ABORTION

(NATIONAL COMPETITIVE BIDDING)



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SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005**

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TENDER FOR THE SUPPLY OF DRUGS USED IN MEDICAL METHODS OF ABORTION

(NATIONAL COMPETITIVE BIDDING)

TENDER NO: NRHM/PROC/MH/1746/2013-14/8627

DATE: 04/08/2015

Date of Sale of Tender Document	: 05/08/2015
Last Date of Sale Tender Document	: 27/08/2015
Last Date and Time of receipt of Tender	: 28/08/2015 (till 2.00 PM)
Date and Time of opening Tender	: 28/08/2015 at 3.00 PM
Place of opening Tender.	: Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Address for Communication	: Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Cost of Tender Documents in Demand Draft	: Rs.2000/- (Rs Two Thousand) only in the form of Demand Draft in favour of "State Health Society, Assam"



OFFICE OF THE MISSION DIRECTOR
National Health Mission, Assam
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005

TENDER FOR THE SUPPLY OF DRUGS USED IN MEDICAL METHODS OF ABORTION

Sealed tenders in Two Bid System (Technical Bid & Price Bid in separate sealed envelopes) affixing court fee stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside the State of Assam) only, are invited from manufacturers or their authorized distributors/dealers for finalization of rate contracts for supply of drugs to Government Health Institutions located in different districts of Assam.

1. LAST DATE FOR RECEIPT OF TENDERS.

Sealed Tenders in two separate covers {Technical bid (Cover "A") and Price Bid (Cover "B")} will be received up to 28/08/2015 till 2 PM by the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar path, Christianbasti, G S Road, Guwahati-781005, Assam

2. IMPORTANT NOTES:

- a) Delivery of the ordered items shall be affected at District Drug Stores located in 27 different districts of Assam.
- b) Each packet consisting of drugs as per the indicated specification and quantity of each item shall be considered as an individual unit and the bidder shall quote for the complete list of items. Offer of an incomplete combination pack shall be rejected.
- c) Arrangement of Road Permits for despatch of consignments shall be the supplier's responsibility.
- d) Prices quoted should in Indian Rupees and in no case exceed controlled prices, if any.
- e) The drugs offered for supply shall be in **generic name** only.

4. ELIGIBILITY CRITERIA

- A. Bidder shall either be a manufacturer or an authorized distributor/dealer having experience of supplying drugs & pharmaceuticals to Government hospitals/institutions
- B. Average Annual Turnover of the bidder (who is not a manufacturer) during the past three financial years 2011-12, 2012-13 & 2013-14 or 2012-13, 2013-14 & 2014-15 from sales of drug shall not be less than Rs 5.00 Lakhs.
- C. Manufacturer participating as bidder or manufacturer from whom the drugs,

ampoules or injectables, etc shall be sourced by a distributor/dealer should have an Average Annual Turnover of not less than **Rs 50.00 (Fifty) Crores** during the past three financial years 2011-12, 2012-13 & 2013-14 or 2012-13, 2013-14 & 2014-15.

- D. Manufacturers of drugs shall hold **valid WHO- GMP** certificate or **GMP** certificate issued by competent authority
- E. Bidder shall hold **valid Drug License** issued by competent authority.
- F. Company/Firm/Manufacturer which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization shall not be allowed to participate in the tender during the period of blacklisting.

5. GENERAL CONDITIONS.

- (I) The quantity of each item shown at Annexure XIV is indicative only and actual quantity to be procured from time to time shall be based on need assessment of the Tender Inviting Authority.
- (II) Tender document may be obtained from the office of Tender Inviting Authority during office hours. The tender document may also be downloaded from the official website- www.nrhmassam.in. The bidder downloading the tender document from the website will be required to deposit Rs 2000/-(non -refundable) in the form of Demand Draft drawn in favour of "**State Health Society, Assam**" along with the Technical Bid. Tender document without the fee of Rs 2000/- will not be accepted.
- (III) All tenders must be accompanied by Earnest Money Deposit as specified in the relevant clause of the bid document.
- (IV) Tenders will be opened in the presence of bidders / authorized representatives who choose to attend on the date and time specified in the tender document.
- (V) At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- (VI) Interested eligible bidders may obtain further information from the office of the Tender Inviting Authority during office hours.
- (VII) Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
- (VIII) When a bidder specifies name of the manufacturers of different products in the format at Annexure IX, all required documents of each manufacturer should invariably be furnished, failing which the bid would be summarily rejected.

6. TECHNO-COMMERCIAL BID - COVER "A"

The Bidder should furnish the following documents in a separate cover hereinafter

called "**Cover A**".

A. **Court fee stamp/ IPO:**

Court fee stamp of Rs 8.25 or IPO of Rs 10/- (for bidders located outside the State of Assam).

B. **Tender document fee.**

Tender document fee of Rs 2000.00 in the form of a demand draft in favour of "State Health Society, Assam".

C. **Earnest Money Deposit (EMD)**

Earnest Money Deposit (EMD) of Rs 23,000.00 (Twenty three thousand) only in the form of Demand Draft/Banker's Cheque favoring "**State Health Society, Assam**". Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will also not earn any interest.

D. **Constitution of Company/Firm**

Documentary evidence regarding constitution of the company /concern such as Certificate of Incorporation, Partnership Deed etc.

E. **Drug License of Bidder:**

Attested photocopy of valid Drug License duly issued by the Licensing Authority for the products quoted.

F. **Import License of Bidder:**

Attested photocopy of Import License, if the products are imported. The license must have been renewed up to date. A copy of a valid license for the sale of Drugs imported by the firm issued by the licensing authority shall also be enclosed.

G. **Power of Attorney of Bidder:**

Attested photocopy of instruments such as Power of Attorney, Resolution of Board etc., authorizing an officer of the bidding firm to submit their bids. Such authorized officer should sign the bid documents.

H. **Non Conviction Certificate of Bidder & Manufacturer:**

Attested/ notarized copy of Non Conviction Certificate issued to the bidder as well as the manufacturer by the Drugs Controller of the state certifying that the drugs quoted have not been cancelled for last three years.

- I. **Market Standing Certificate of Manufacturer:**
- Attested/ notarized copy of Market Standing Certificate issued by the Licensing Authority to the manufacturer of the items quoted, for the last 3 years.
- J. **Undertaking of Bidder:**
- Undertaking in the form at **Annexure I-A & Annexure I-B.**
- K. **Manufacturer's Authorization**
- Authorization letters from all the manufacturers concerned in the format at **Annexure -II.** Bids without authorization letters will be disqualified.
- L. **WHO-Good Manufacturing Practice or Good Manufacturing Practice**
- Attested/notarized copy of valid WHO - GMP Certificate or GMP Certificate (of manufacturers only whose products have been quoted in the tender) issued by the Licensing Authority. The Bidder shall also furnish a notarized affidavit in the format given in **Annexure- III** declaring that the Bidder complies with the requirements of WHO-GMP or GMP.
- M. **Annual Turnover**
- Annual turnover statement from sales of drugs & pharmaceuticals for 3 years i.e., 2011-12, 2012-13 & 2013-14 or 2012-13, 2013-14 & 2014-15 in the format given at **Annexure-IV A and Annexure IV B** certified by the Auditor/Chartered Accountant. **It is to be noted that such statement of both the bidder and the manufacturer (in case the bidder is not a manufacturer) must be submitted.**
- The certificate of Auditor/Chartered Accountant should be supported by attested/notarized copies of "Profit & Loss Statement" and "Balance Sheet" of past three financial years."
- N. **Execution of similar contracts of Bidder:**
- Details of supplies (drugs) made during the past 3 financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure V**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any, during the past 3 financial years should be highlighted. Attested copies of at least three Purchase Orders executed for Government organizations during FY 2011-12, FY 2012-13 and FY 2013-14 or FY 2012-13, FY 2013-14 & FY 2014-15 should be submitted.
- O. **Sales Tax Clearance Certificate of Bidder:**
- Sales Tax Clearance certificate, as on 31st March of last financial year (as per format at **Annexure-VI**). Sales Tax clearance of last financial year in any other format of the concerned state will also be considered.
- P. **Undertaking for providing of logo of Bidder:**

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

Q. **Details of Manufacturing Unit**

Details of Manufacturing Unit as per **Annexure-VIII** (The details containing the name & address of the premises where the products are actually manufactured).

R. **List of Items Quoted**

The List of items quoted shall be furnished in the format at **Annexure - IX**. The list shall specifically indicate manufacturer's name along with composition and pack size

S. **Undertaking on Fraud & Corruption of Bidder:**

Undertaking on fraud and corruption in the format at **Annexure-X**

T. **Agreed Terms & Conditions of Bidder:**

Agreed Terms & Conditions as per **Annexure XI**

U. **Signature & Seal on each page**

The tender document signed by the Bidder in all pages with office seal.

V. **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 super scribed as "**TECHNICAL BID, COVER "A" (TENDER FOR THE SUPPLY OF DRUGS USED IN MEDICAL METHODS OF ABORTION DUE ON 28/08/2015)**" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

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

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

A. **Signature & Seal on each Page**

Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

B. **Signature on corrections**

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

C. **Items Quoted & Rates**

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

D. **Landed Cost**

The rate quoted per unit in **Annexure-XIII** shall be on door delivery basis inclusive of excise duty, sales tax, packaging charge, freight charge, transit Insurance and any other incidental charge. The component of sales tax should also be shown separately.

E. **Unit Size/ Rate**

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

The above documents should be sealed in a separate cover superscribed as "**PRICE BID, COVER "B" (TENDER FOR THE SUPPLY OF DRUGS USED IN MEDICAL METHODS OF ABORTION DUE ON 28/08/2015)**" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar Path, Christian Basti, G S Road, Guwahati-781005

*The two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed together inside another cover which shall be sealed and superscribed as "**TENDER FOR THE SUPPLY OF DRUGS USED IN MEDICAL METHODS OF ABORTION DUE ON 28/08/2015.**" and addressed to the Mission Director, National Health Mission, Assam. Saikia Commercial Complex, Srinagar, G S Road, Guwahati-781005*

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

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

9. **VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request without forfeiting the EMD.

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

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

11. **OTHER CONDITIONS**

A. **Item Details & Quantity**

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

B. **Generic Names**

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

C. **Firm Rates**

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

D. **Controlled Price/MRP**

The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful bidder, if the price of any item is reduced

due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction in rates.

E. **No Revision/Correction of Rates**

No Bidder shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the bidders shall not be entertained after submission of bids.

F. **Firm Delivery Schedule**

Firm delivery schedule shall be mentioned in the bid. Cross conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN 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 will be summarily rejected.

G. **Execution of Order**

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

H. **Inspection**

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

I. **Road Permits**

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

12. **ACCEPTANCE OF TENDER**

A. **Tender Evaluation**

Tenders will be evaluated with reference to technical and commercial parameters to determine the technically qualified bidders for all items.

Price Bids of technically qualified bidders will be evaluated with reference to the quoted price (landed price) of each combination pack to determine the L1 (Lowest) price. Conditional discounts shall not be taken into account for price comparison.

B. **Right to Reject Tender**

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

C. **Tender Acceptance**

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

13. **AGREEMENT**

The successful Bidder shall execute an agreement as per Annexure XVI on a non-judicial stamp paper of value of Rs 100/- (stamp duty to be paid by the Bidder) within 7 working days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

14. **NON ASSIGNMENT**

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

15. **COMMUNICATION**

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at his premises, places of business or abode.

16. **SECURITY DEPOSIT**

The successful bidder, within 7 working days of signing of the agreement, shall be required to submit Security Deposit of 5 % of the order value in the form of bank guarantee from any Indian nationalized bank in favour of the Tender Inviting Authority valid for a period of 6 months from the date of order. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited.

17. **SUPPLY CONDITIONS**

A. **Purchase Order**

Purchase order will be placed with the successful Bidder at the discretion of the Tender Inviting Authority.

B. **Specifications & Quality**

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

C. **Delivery Period**

The supply should be started within 45 (Forty Five) days from the date of purchase order and should be completed within 60 (Sixty) days, unless otherwise specified in the order.

D. **Delivery Point/Destination**

The items shall be delivered at the District Drug Stores located in 27 districts of Assam. The destinations are indicated at **Annexure-XIV**

E. **Penalty for Delayed Delivery**

- (i) In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- (ii) Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

F. **Alternative Purchase**

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

G. **Shelf-Life**

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

H. **Test Report**

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

I. **Delivery of Products**

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

J. **Shortage and Damage**

It shall be the responsibility of the successful Bidder for any shortages/damages 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 Shelf Life**

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

18. **FORCE MAJUERE**

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

19. **FRAUD & CORRUPTION:**

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

practices -

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 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 practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

20. LOCAL CONDITIONS:

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

21. LOGOGRAMS

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

- A. Tenders for the supply for Drugs etc., shall be considered only if the Bidder gives undertaking in his tender that the supply will be prepared and packed with the logogram either printed or embossed or affixed on tablets and capsules, ampoules, bottles etc., as per the design at **Annexure-VII**.
- B. All vials, ampoules and surgical items have to be supplied in standard packing with printed logogram and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
- C. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement.

22. PACKING

- A. The Drugs and medicines shall be supplied in the package specified in **Annexure-XV** and the package shall carry the logograms specified in Annexure-VII B.
- B. The packing in each carton shall be strictly as per the specification mentioned in Annexure-XV. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
- C. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- D. Packing should be able to prevent damage or deterioration during transit.
- E. In the event of drugs supplied found to be not as per specifications in respect of their packing, the Tender Inviting Authority will be at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

23. QUALITY TESTING

- A. Ordered drugs will be received and stock-charged at warehouse on the strength of Despatch Clearance letter issued based on batch wise Test Analysis report from NABL Certified Laboratories submitted by the supplier. Tender Inviting Authority may at its discretion go for further testing of drugs. In such case, samples from each batch will be chosen at the point of supply or distribution / storage points for testing. The samples will be sent to Regional Drug Testing Laboratory or any other laboratory for testing as decided by the Tender Inviting Authority.
- B. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods.
- C. In the event of the samples of drugs and medicines supplied failing quality tests or found to be not as per specifications the Tender Inviting Authority will be at liberty to make alternative purchase of the items of drugs and medicines for which the purchase orders have been placed from any other source or from the open market at the risk and the cost of the supplier.

24. PAYMENT PROVISIONS

- A. Payments towards the supply of drugs will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque drawn in favour of the supplier.
- B. On completion of supplies of ordered quantities bills/ Invoices along with Batch Analysis report from NABL Certified Labs for every batch supplied should be raised in triplicate in the name of the Tender Inviting Authority with address.
- C. Payment will be made in two installments – the first installment on completion of supply of at least 50 % of each and every ordered item and the second installment on completion of supply of balance quantity of each and every ordered item.
- D. If at any time during the period of contract, the price of tendered items is reduced

or brought down by any law or Act of the Central or State Government or by the Bidder himself, the supplier 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 supplier fails to notify or fails to agree to such reduction in rates.

- E. In case of any enhancement in excise duty due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- F. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 17 E will be applicable.
- G. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.
- H. The successful bidder will be required to supply the products with logogram and with strict adherence to the prescribed packing specifications. If there is any deviation in these packing specifications a **separate penalty** will be levied @ 2% irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice to the right of alternative purchase as specified in Clause No. 17 F. No deviation in logogram shall be accepted.

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

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

26. QUALITY CONTROL DEDUCTION & OTHER PENALTIES

- A. If the samples do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter/notice from the Tender Inviting Authority. The stock shall be taken back at the expense of the supplier. Tender Inviting Authority has the right to destroy such DRUGS NOT CONFORMING TO STANDARDS if the supplier does not take back the goods within the stipulated time. Tender Inviting Authority will arrange to destroy the DRUGS NOT CONFORMING TO STANDARDS within 90 days after the expiry of

30 days mentioned above, without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till such destruction.

- B. If any items of Drugs / Medicines supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such items will be recovered from the supplier, if payment had already been made to him. In other words the supplier will not be entitled to any payment whatsoever for Items of drugs found to be of NOT OF STANDARD QUALITY whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of drugs from any amount payable to the supplier. On the basis of nature of failure, the supplier of the product (s) will be liable for Black Listing.
- C. In case of supply of drugs of NOT OF STANDARD QUALITY, the Directorate of Drugs Control will be informed for initiating necessary action on the supplier and that product shall be banned and no further supplies accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders of Tender Inviting Authority for supply of such drugs for a period of five subsequent years.
- D. The supplier shall furnish the source of procurement of raw materials utilized in the formulations if required by Tender Inviting Authority. Tender Inviting Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.
- E. The decision of the Tender Inviting Authority or any officer authorized by him as to the quality of the supplied drugs, medicines etc., shall be final and binding.
- F. Tender Inviting Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.
- G. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the supplier shall be liable for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- H. Non performance of any of the contract provisions will disqualify a firm to participate in tenders issued by the Tender Inviting Authority for the next five years.
- I. In the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other source or from the open market shall be recovered from the Security Deposit or from any other money due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier or from his properties, as per rules.
- J. In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

27. ARBITRATION

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

28. SAVING CLAUSE

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

29. LAWS GOVERNING THE CONTRACT & JURISDICTION

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

.....

UNDERTAKING (by the Bidder)

To

Mission Director,
National Health Mission, Assam

Tender No. _____
For supply of _____

Sir,

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

me/us.

7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

UNDERTAKING

(To be submitted by Bidder as well as Manufacturer)

To

Mission Director,
National Health Mission, Assam

Tender No. _____
For supply of _____

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

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

MANUFACTURER'S AUTHORIZATION FORM (issued by the Manufacturer)

To,

Mission Director
National Health Mission, Assam

Tender No.

Dear Sir,

We _____ who are established and reputable manufacturers of _____ having
factories at

_____ registered office
at _____

possessing _____ manufacturing _____ License _____ No.
_____ dated _____

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

- 1.
- 2.

(Attach Separate sheet if necessary)

SIGNATURE :

NAME & DESIGNATION :

OFFICE SEAL :

Annexure-III (Manufacturer)

DECLARATION

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

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

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

DECLARATION FOR COMPLIANCE OF WHO - G.M.P

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

Reference to Pathogenic Organism) : Yes / No

D. Cleaning Schedule in Water Supply System with proper records : Yes / No

13. Raw Material Storage Area

(Storage Facilities / Hygienic Condition) :

I. Separate Quarantine Area : Provided / Not Provided

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

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

14. Finished Product Storage Area

:(Hygienic / Storage)

I. Quarantine : Provided / Not Provided

II. Released Material : Provided / Not Provided

15. Details of Technical Staff

	Name	Qualification	Experience
For Manufacturing :			
For Testing :			

16. Testing Facilities

Chemical Method : Yes / No

Instrumental : Yes / No
(Type of Instrument Provided)

Biological : Yes / No

Micro Biological : Yes / No

Animal Testing : Yes / No

17. Remarks

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

B. Whether items Quoted TO.....

Have been manufactured for the last 3 years : Yes / No

If yes, details as under :-

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

C. Production Capacity (Section Wise)

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

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

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

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

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

H. Cleaning Schedule Records

i. For Premises :

ii. For Equipments :

I. Adverse reaction, if any and reported :

J. Complaints received if any and steps taken :

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

To be attested by the Notary

Annexure-IV A

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

Tender No: _____

Date: _____

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

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

Date :

Seal :

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

Annexure-IV B

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

Tender No:

Date:

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

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

Date :

Seal

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

Annexure-V
Performance Statement (for the Bidder)

Tender No:

Date:

Sl.	Name of the product (only for drugs & surgical items)	Year	Qty supplied	Value	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure-VI

CERTIFICATE OF SALE TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT

(To be filled by the applicant)

- 01.** Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment
.....
- 02.** a. Name and address of all companies, firms or associations or persons in which the applicant is interested
in his individual or fiduciary
capacity.....
.....
b. Places of business of the applicant (All places of business should be mentioned)
.....
- 03** The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of
business should be furnished).
.....
.....
- 04** a. Total contract amount in the preceding three years.
i. 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 mentioned information is correct and complete to the
best of my knowledge and belief.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

Enclosure of Annexure-VI

(To be issued by the Sales Tax Assessing Authority)

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

Date Seal : Deputy / Asst. Commercial Tax Officer

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

Annexure-VII

Tender No:

UNDERTAKING FOR EMBOSSEMENT OF LOGO

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

DESIGNS FOR LOGOGRAMS

A) Combination pack of Each Strip containing 1 Tablet of Mifepristone 200 mg and 4 Tablet of Misoprostol 200 mcg should be supplied with the label both the outer packet and inner strip bearing the words “NATIONAL HEALTH MISSION FREE DRUG SERVICE** “ overprinted and the following logogram which will distinguish from the normal trade packing.**



Annexure – VIII

Declaration on Manufacturing Facilities by the Manufacturer

Tender No. _____

For supply of _____

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

I, _____ Prop./partner/Director of M/s

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

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

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE MANUFACTURER :

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

Annexure-IX
List of Items quoted with name of Manufacturer

Tender No :

Date :

SN	NAME OF DRUGS	Name of Manufacturer	Price Quoted/Not Quoted
1	MMA Drugs (in a combination pack) blister strip containing the following a) Mifepristone – 200 mg x 1 Tablet b) Misoprostol – 200 micro gram x 4 Tablets (each of 200 micro gram)		

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

Annexure-X

Tender No:

Date:

UNDERTAKING ON FRAUD & CORRUPTION

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

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure – XI
NATIONAL HEALTH MISSION, ASSAM

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

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

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

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

1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT on %age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated under clause 17 C of the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount.	
14.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid	

	for a period of 6 months from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 36 months from the date of initial order at same price and terms & conditions.	
18.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be dispatched within 30 days from the date manufacture.	
19.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
20.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	
23.	Confirm that supplier will be responsible for arranging Road Permits for dispatch of consignments to Assam	

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure-XII

Tender No:

Date:

CHECK LIST

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

Price Bid

Tender No: Date: ...

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
SI	Name of Items	Packing Details	Unit	Qty. (In nos.)	Unit Price (inclusive of all charges upto destination except Tax/VAT)	Tax/VAT	Total Price (Inclusive of Tax/VAT & all other charges) <u>5 x(6+7)</u>
1.	MMA Drugs (in a combination pack) blister strip containing the following a. Mifepristone – 200 mg x 1 Tablet b. Misoprostol – 200 micro gram x 4 Tablets (each of 200 micro gram)	MMA Drugs (in a combination pack) containing Tab Mifepristone 200 mg x 1 Tab & Tab Misoprostol 200 mcg x 4 Tab	Combination pack	18000 Combination pack			

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

Annexure-XIV

DETAILS OF ITEMS WITH QUANTITIES

Tender No: Date:

SN	NAME OF DRUGS	Packing Details	Total Qty (Approx) (In number)
1.	MMA Drugs (in a combination pack) blister strip containing the following a. Mifepristone – 200 mg x 1 Tablet b. Misoprostol – 200 micro gram x 4 Tablets (each of 200 micro gram)	MMA Drugs (in a combination pack) containing Tab Mifepristone 200 mg x 1 Tab & Tab Misoprostol 200 mcg x 4 Tab	18000

Note:

The estimated quantity of shown in the table above is subject to variation and there is no guarantee that full quantity will be ordered/procured. It must also be noted that ordered quantities to be delivered at different district drug stores spread over 27 districts of Assam like Baksa, Barpeta, Bongaigaon, Cachar, Chirang, Darrang, Dhemaji, Dhubri, Dibrugarh, Dima Hasao, Goalpara, Golaghat, Hailakandi, Jorhat, Karbi Anglong, Kamrup Metro, Kamrup Rural, Karimganj, Kokrajhar, Lakhimpur, Morigaon, Nagaon, Nalbari, Sibsagar, Sonitpur, Tinsukia and Udalguri .

Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____

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

In the presence of _____

For and on behalf of the supplier

Signed: _____

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

In the presence of _____