



**OFFICE OF THE MISSION DIRECTOR
NATIONAL RURAL HEALTH MISSION**

JANA PATH, HOUSE NO: 16, KHANAPARA, GUWAHATI-22
PH.NO: 0361-2363062; TELE-FAX: 0361-2363058

Bidding Document issued to M/S.....
onagainst the receipt of Rs.2000/- (Rupees Two thousand)
only in the form of Bank Draft/Bankers' Cheque No.....
dated

Mission Director, NRHM
Khanapara, Guwahati-22

OFFICE OF THE MISSION DIRECTOR
National Rural Health Mission, Assam
Jana Path, Khanapara, Guwahati-781022

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TENDER FOR THE SUPPLY OF DISTRICT HOSPITAL DRUG KIT

Tender Reference No.	:	NRHM/DH DRUG KIT/524 /11-12/25833 Dtd 05/01/12
Date commencement of Sale of Tender Documents	:	06/01/12
Last Date of Sale of Tender Document	:	25/01/12
Pre-bid Tender Meeting	:	10/01/12 at 4 pm
Last Date and Time of receipt of Tender	:	27/01/12 till 2 pm
Date and Time of opening Tender	:	27/01/12 at 3 pm
Place of Pre-Bid Meeting	:	Office of the Mission Director, National Rural Health Mission, House No. 16, Janapath Road, Opp. Kendriya Vidyalaya, Khanapara, Guwahati-781022, Assam.
Place of opening Tender	:	Office of the Mission Director, National Rural Health Mission, House No. 16, Janapath Road, Opp. Kendriya Vidyalaya, Khanapara, Guwahati-781022, Assam.
Address for Communication	:	Mission Director, National Rural Health Mission, House No. 16, Janapath Road, Opp. Kendriya Vidyalaya, Khanapara, Guwahati-781022, Assam.
Cost of Tender Documents in Demand Draft	:	2,000/- (Rupees Two thousand) only in the form of Demand Draft in favour of State Health Society, Assam.

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OFFICE OF THE MISSION DIRECTOR
National Rural Health Mission, Assam

H. No. 16, Jana Path, Khanapara, Guwahati-781022

TENDER FOR THE SUPPLY OF DISTRICT HOSPITAL DRUG KIT

Sealed quotation in Two Bids System (Technical & Price bid in 2 separate sealed envelopes) affixing court fee stamp of Rs 8.25/IPO of Rs 10/- only are invited from the manufacturers or authorized distributors/dealers for "Supply of DISTRICT HOSPITAL DRUG KIT" under Health & F.W. Deptt. Govt. of Assam & National Rural Health Mission, Assam.

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

Sealed Tenders [in two separate covers {Technical bid (Cover "A") and Price Bid (Cover "B")}]] will be received till 27 /01/12 till **2 PM** by the Mission Director, National Rural Health Mission, Assam, 16, Janapath, Khanapara, Guwahati-781022.

2. **IMPORTANT NOTE:**

- a) The drugs/pharmaceuticals shall be supplied in individual kit form i.e. each kit shall be packed individually as a full kit and wherever possible kits shall be put in cartons of appropriate size/weight as specified elsewhere in the bid documents.
- b) Delivery of the ordered items shall be affected at the Health Institution as per the list furnished with the Supply Order.

3. **Pre- Bid Meeting:**

A Pre- bid meeting with all the intending tenderers will be held at the Conference Hall of the NRHM Office on 10 /01/12 at 4pm.

4. **ELIGIBILITY CRITERIA**

- A. Tenderer shall be either a manufacturer or distributor/supplier/agents having experience of supplying drugs in kit forms.
- B. Average Annual turnover of the bidders(which is not a manufacturer) in the last three financial year's i.e. 2008-09, 2009-10 & 2010-11 shall not be less than **5(FIVE) Crores** each year.
- C. Manufacturer participating as bidder or manufacturer from whom the drugs, ampoules or injectables, etc shall be procured should have an average Annual Turnover of **50(Fifty) Crores** in drugs/pharmaceuticals in the last 3 years.
- D. Bidder should have at least 3(Three) years Market Standing of the drugs.

- E. Manufacturers shall have to have **WHO- Good Manufacturing Practice (GMP)** certificate for manufacturers only issued by the Licensing Authority.
- F. **Bidders shall have similar experience in drugs and surgical kitting job only in the last 3(three) years.**
- G. Tentative quantity of **DISTRICT HOSPITAL DRUG KIT ----- 50 Nos. (Approx)**
- H. Each kit consisting of drugs as per the specification & quantity shall be considered as an individual unit and the bidder shall quote for the complete list of items. Offer of incomplete kit shall be rejected.
- I. Bidder should have experience & knowledge of modes of packing, distribution & transportation of such items under any weather conditions.
- J. Company/Manufacturer which has been blacklisted either by 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.
- K. If the bidder is a medicine or surgical item manufacturer, they must submit all valid licenses and permissions for trading & selling of all items quoted.

5. **GENERAL CONDITIONS.**

- (I) 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 State Health Society, Assam.
- (II) Tender document may be obtained from the office of Tender Inviting Authority between office hours. The bid document may also be downloaded from the official website- www.nrhmassam.in .The bidder who has downloaded the Bid document from the website will have to pay Rs 2000/-(non – refundable) in the form of Demand Draft while submitting the tender document. Such tender document without Rs 2000/- will not be accepted.
- (III) All tenders must be accompanied with Earnest Money Deposit as specified in the relevant clause of the Tender document.

- (IV) 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.
- (V) 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.
- (VI) Interested eligible tenderers may obtain further information from the office of the Tender Inviting Authority.

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

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

(a) **EARNEST MONEY DEPOSIT :**

1. Earnest Money Deposit shall be ` 10, 00,000.00(Rupees Ten Lakhs) only in the form of Demand Draft/Bank Guarantee favoring State Health Society, Assam. The Bank Guarantee shall have validity of 6(six) months. Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted. Earnest Money Deposit will not earn interest.
2. The Earnest Money Deposit of the successful tenderer may, at the discretion of Tender Inviting Authority may be adjusted towards the Security Deposit payable by him.
3. EMD is exempted for Central/State Public Sector Undertakings (PSUs)

(b) **CONSTITUTION OF THE COMPANY**

Documentary evidence for the constitution of the company /concern such as Memorandum of Articles of Association, Partnership deed etc. with details of the

Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.

(c) **MANUFACTURING LICENCE**

Attested photocopy of valid Manufacturing License duly approved by the Licensing authority for the products quoted should be enclosed.

(d) **IMPORT LICENCE**

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

(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 from all the quoted manufacturers in the name of the bidder shall be submitted. Bid without authorization letter will be disqualified.

(g) **MARKET STANDING**

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

(h) **NON-CONVICTION CERTIFICATE**

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

(i) **WHO-GOOD MANUFACTURING PRACTICE CERTIFICATE**

WHO - Good Manufacturing Practice (GMP) certificate (for manufacturers only whose drugs have been quoted in the tender) issued by the Licensing Authority.

The tenderer shall also furnish a notarized affidavit in the format given in **Annexure- II** declaring that the tenderer complies the requirements of WHO-GMP

(j) **ANNUAL TURNOVER**

Annual turnover statement for 3 years i.e., 2008-09 , 2009-10 and 2010-11 along with concurrent commitment for the current financial year in the format given in **Annexure-IV** certified by the Auditor.

(k) **EXECUTION OF SIMILAR CONTRACTS**

List of similar contracts executed during the last 3 years.

(L) **CERTIFICATE OF EXPERIENCE**

Certificate of experience of kitting, modes of packing, distribution and transportation of similar items.

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

Copies of balance Sheet and Profit and Loss Account/audited balance sheet for last three years i.e. 2008-09,2009-10 & 2010-11 duly 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-V**).

(O) **UNDERTAKING OF PROVIDING LOGO**

Undertaking (as in the proforma given in **Annexure-VI**) 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 19 herein, in non judicial stamp paper and/or notarized by the Notary Public.

(p) **DETAILS OF KITTING/PACKAGING UNIT**

Details of Manufacturing Unit in **Annexure-X**. The details containing the name & address of the premises where the items are actually packed in kit form.

(q) **LIST OF ITEMS QUOTED:**

Bidders shall submit list of items quoted mentioning the manufacturers against each items.

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

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

(s) **CHECKLIST OF DOCUMENTS**

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

The above documents should be sealed in a separate Cover Superscribed as "TECHNICAL BID - COVER "A" - TENDER FOR THE SUPPLY OF **DISTRICT HOSPITAL DRUG KIT DUE ON 27/01/12 and addressed to the Mission Director, National Rural Health Mission, Assam.**

16. Janapath, Opposite Kendriya Vidyalaya, Khanapara, Guwahati-781022

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

Cover "B" contains Commercial 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-XIV** for item/s quoted and a soft copy of such filled up **Annexure-XIV** in a computer CD/DVD should be furnished.

(iv) **LANDED COST**

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

(v) **UNIT SIZE/ RATE**

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

(vi) The details of rates given in **Annexure-XIV** should also be entered clearly in the computer CD/DVD as per the instructions given along with the tender.

The tenderers shall submit duly signed **Annexure-XIV** alongwith soft copies of **Annexure-XIV** in a sealed cover Superscribed as "PRICE BID COVER "B" - TENDER FOR THE SUPPLY OF DISTRICT HOSPITAL DRUG KIT.

"Cover B" should also be addressed to the Mission Director, National Rural Health Mission, Assam, 16, Jana Path, Opposite Kendriya Vidyalaya, Khanapara, Guwahati-781022

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 DISTRICT HOSPITAL DRUG KIT DUE ON 27/01/12 and addressed to the **Mission Director, National Rural Health Mission, Assam, 16, Janapath, Opposite Kendriya Vidyalaya, Khanapara, Guwahati-781022.**

8. **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.

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 bid security.

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

The validity of offer of the successful bidder shall be at least 01(one) year from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity period may be further extended with mutual consent.

11. **OTHER CONDITIONS**

1. **TENTATIVE QUANTITY**

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

2. **GENERIC NAMES**

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

3. **FIRM RATES**

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

4. **UNIT RATE AND TOTAL VALUE**

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

5. **CONTROLLED PRICE/ MRP**

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

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

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

revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders.

7. **FIRM DELIVERY SCHEDULE**

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

8. Supplies should be made directly by the bidder and not through any other agency.
9. Tender Inviting Authority or his authorized representative has the right to inspect the factories of tenderers, at any point of time and also has the right to reject the tender or terminate / cancel the orders issued and or not to re-order, 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.

12. **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. **RIGHT TO REJECT TENDER**

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

the whole tender for the supply of all items of drugs or for any one or more of the items of drugs tendered for in a tender at any moment without assigning any reason.

3. **TENDER ACCEPTANCE**

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

13. **SECURITY DEPOSIT**

The Successful tenderer shall be required to pay Security Deposit @ 5% of the order value. 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/ NSC/ KVP drawn in favour of the Purchaser Payable at Guwahati.

14. **AGREEMENT**

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

(b) **NON ASSIGNMENT**

The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever

(c) **COMMUNICATION**

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

15. **SUPPLY CONDITIONS**

a) **PURCHASING ORDER**

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

b) **SPECIFICATION & QUALITY**

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

c) **DELIVERY PERIOD**

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

d) **DELAYED DELIVERY**

However Tender Inviting Authority may accept the supplies beyond the contractual completion date, with liquidated damages at the rate SPECIFIED IN clause 20.8.

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 24.

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 24. (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. The medicines and Drugs AND Surgicals should be supplied within 60 days from date of manufacture.

h) **TEST REPORT**

The tenderer must submit Batch wise Test Analysis report from NABL Certified Labs for every batch of drug.

i) **DELIVERY OF PRODUCTS**

Tenderer 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, other wise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

j) **SHORTAGES & DAMAGE**

It shall be the responsibility of the tenderer for any shortages/damage at the time of receipt in Warehouse. Tender Inviting Authority is not responsible for the stock of 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.

16. FORCE MAJUERE

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.

17. FRAUD & CORRUPTION:

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

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of any thing of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the

bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practices directed at any subsequent stage or during execution of the contract, the tender inviting authority reserves the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder .-

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

18. LOCAL CONDITIONS:

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

19. LOGOGRAMS

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

1. Tenders for the supply for Drugs and surgicals 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-VI**.
2. 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.
3. Failure to supply Drugs etc., with the logogram will be treated as breach of the terms of agreement.

20. PACKING

1. The Drugs and medicines shall be supplied in the package specified in **Annexure-**

VIII and the package shall carry the logograms specified in **Annexure-VI**.

2. The packing in each carton shall be strictly as per the specification mentioned in **Annexure-VIII**. 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 capsule shall have the name of the drug, in addition to the logo.
5. It should be ensured that only first hand fresh packaging material of uniform size including bottle and vial is used for packing.
6. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
7. Packing should be able to prevent damage or deterioration during transit.
8. 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 22.8.

21. **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.
2. 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 24.

22. **PAYMENT PROVISIONS**

1. Payments towards the supply of drugs and surgicals will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque/ Demand Draft drawn in favour of the supplier.
2. On completion of supplies of ordered quantities bills/ Invoices should be raised in triplicate in the name of Tender Initiating Authority with address.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.20.9. No deviation in logogram shall be accepted.

23. 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.

24. 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 PURCHASE, as specified in Clause 23, Clause 20.8 and in Clause 21.3 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.

25. **PURCHASE POLICY**

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

26. **BLACKLISTING PROCEDURE**

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

27. **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 an Adjudication/ Review board having officers belonging to other departments not related to the purchaser of the purchasing organization.

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 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.