

**OFFICE OF THE  
STATE HEALTH SOCIETY, MANIPUR**

Imphal, the 30<sup>th</sup> January, 2016

**NOTICE INVITING TENDER**

No.239/01/NRHM/Proc-12: The State Health Society, Manipur invites tenders from competent Manufacturer, Authorized Stockiest/Dealers and Regd. Supplier for supply of Drugs & Medicines under NRHM programme. Qualified and interested manufacturer, Stockiest/Dealers and firms may submit Technical and Financial bid as per the items enclosed in the tender documents :

Sl.no.	Particulars	Cost of tender document	EMD	Delivery period
1	Drugs and Medicines	Rs 1000	Rs.1,95,748	45 days

- i. Date of Commencement of Sale of tender document - 1<sup>st</sup> February, 2016
- ii. Last date of issue of tender form - 15<sup>th</sup> February, 2016
- iii. Last date of submission of tender form - 16-02-2016 (1PM)
- iv. Opening of Tender(Technical) - 16-02-2016 (3.00 PM)

The tender document may be obtained from the office of the State Mission Director, State Health Society Manipur on payment of prescribed fee in the form of DD/Banker cheque drawn in favour of State Health Society, Manipur or may be downloaded from our website [www.nrhmmanipur.org](http://www.nrhmmanipur.org). The downloaded tender form should also enclosed the prescribed fee.

**(Dr. O. Ibomcha Singh)**  
State Mission Director  
NHM Manipur



**OFFICE OF THE  
STATE HEALTH SOCIETY, MANIPUR**

Imphal, the 30<sup>th</sup> January, 2016

**NOTICE INVITING TENDER**

No.239/01/NRHM/Proc-12: The State Health Society, Manipur invites tenders from Manufacturers, Authorized Stockiest/Dealers and Regd. Suppliers for the supply of 59 items of Drugs & Medicines under NHM programme. Qualified and interested firms may apply for the Technical and Financial bids.

The tender document and list of items to be procured may be obtained from the office of the State Mission Director, State Health Society, Manipur on payment of prescribed fee in the form of DD/Banker cheque drawn in favour of State Health Society, Manipur or may be downloaded from our website [www.nrhmmanipur.org](http://www.nrhmmanipur.org). The downloaded tender form should also enclose the prescribed fee.

Sd/-

**(Dr. O. Ibomcha Singh)**

State Mission Director

NHM Manipur

**FOR NATIONAL COMPETITIVE BIDDING**

**SL. NO.:**

**Issued To M/s. \_\_\_\_\_**

**NOT TRANSFERABLE**

**OFFICE OF THE STATE HEALTH SOCIETY, MANIPUR**

**TENDER FOR SUPPLY OF DRUGS, MEDICINES, MEDICAL & NON-  
MEDICAL ITEMS**

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TENDER REFERENCE	:	239/01/NRHM-12
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	1 <sup>st</sup> February, 2016
LAST DATE FOR SALE OF TENDER DOCUMENT	:	15 <sup>th</sup> February, 2016
LAST DATE & TIME OF RECEIPT OF TENDER	:	13.00 hrs of 16 <sup>th</sup> February, 2016
TIME AND DATE OF OPENING OF TENDER	:	15.00 hrs of 16 <sup>th</sup> February, 2016
PLACE OF OPENING OF TENDER	:	Office of SMD, Medical Directorate, Lamphelpat
ADDRESS FOR COMMUNICATION	:	Office of the State Health Society, Manipur, Medical Directorate Lamphel-795004
EARNEST MONEY DEPOSIT	:	Rs. 1,95,748/-
COST OF THE TENDER DOCUMENT	:	Rs. 1000/-

**OFFICE OF  
THE STATE HEALTH SOCIETY, MANIPUR**

**TENDER FOR SUPPLY OF DRUGS AND MEDICINES**

1. Sealed tenders in 2-bid system are invited by State Health Society, Manipur for supply of Drugs & Medicines items as per enclosed specification and terms & conditions from reputed and experienced manufactures/ authorized distributors/Stockiest and Regd. firms of similar items and shall be received till 13.00 hrs on 16<sup>th</sup> February,2016.

**2. ELIGIBILITY CRITERIA –**

- a. Bidder shall be a manufacturer having valid manufacturing license or direct importer having valid import license. Distributor/Agents/Stockiest are also eligible to participate in the tender with manufacturing authorization.
- b. The bidder shall have market standing continuously for the past 3 years in supplying similar items with customers' satisfaction.
- c. Authorised dealers / distributors of a manufacturer or Indian Agent of an overseas vendor are also eligible to participate in the tender, provided they furnish the authorization for the items and having the dealership/ distributorship for the subject items at least for three years continuously.
- d. The average annual turnover of the bidder during the last three years shall not be less than Rs 40 lakhs.
- e. Supply shall be effected directly by the bidder and not through any other agency.

- f. The Company/firm which had been blacklisted either by the tender inviting authority or by any State Govt. or by Central Govt. organization should not participate in the tender during blacklisting period.

### **GENERAL CONDITIONS**

3. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of written application and upon payment of non – refundable fee of Rs.1000/-in the form of Demand draft/Banker cheque in favour of State Health Society, Manipur payable at Imphal Bidding document may be obtained during office hours on all working days either in person or by post or may be downloaded from the website [www.nrhmmanipur.org](http://www.nrhmmanipur.org). The downloaded form should also enclose the prescribed fee at the time of submission.
4. All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
5. Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.
6. At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the

bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.

7. The bid and all correspondence and documents shall be in the English language.

8. The tender document is not transferable.

9. The tender document shall be signed by the bidders in all the pages with official seal.

10. Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.

**11. SUPPLY CONDITIONS:**

i) Purchase order along with the consignment destination will be placed to the successful bidder on discretion of the Tender Inviting Authority.

ii) The tenderer must submit a test analysis report from a Govt. approved laboratory for every batch of drug along with invoice. In case of failure on part of the supplier to furnish such report, the batch of drug will be returned back to the supplier and he is bound to replenish the same with Govt. approved lab test report.

**12. TECHNICAL BID “COVER ‘A’”**

The bidder shall furnish along with the bid, the following, in a separate cover, hereinafter called **Cover ‘A’**

a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount for the total list of items, in the form of Demand Draft/Bankers Cheque in favour of SHS, Manipur, EMD submitted in any other form or bids without

EMD shall not be accepted. **It is to be noted that separate EMD shall be submitted for each schedule being quoted.**

The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited.

The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender.

- b) Duly attested photocopies of valid manufacturing license for the products offered.
- c) Declaration on details of manufacturing unit, installed capacity of the item quoted, testing facilities with details of technical personnel, along with non - conviction certificate/ declaration for the past 3 years. (Refer **Annexure I**)
- d) Details of supplies made during the last 3 years with summary of Purchase Orders and performance certificates issued by clients in the specified format (Refer **Annexure II**). Items supplied to Govt. institutions and to programs sponsored by WHO, UNICEF etc., if any for the last 3 years with copies of Purchase Order and Performance certificates are to be separately highlighted.
- e) Annual Turn Over Statement for the last 3 financial years i.e. 2012 – 2013, 2013 – 2014, 2014 – 2015 along with statement of concurrent commitment

in the specified format (Refer **Annexure III**)certified by the Auditor/  
Chartered Accountant.

- f) Current & Valid Sales Tax Clearance Certificate/ VAT Certificate as on 31.03.2015.
  - g) Authorization like Power of Attorney or Resolution of the Board for the officer of the company who have signed the tender document and the bid
  - h) Undertaking in the form at **Annexure-IV** confirming acceptance of all terms and conditions of the tender including special conditioned at **clause 12.**
  - i) An undertaking on fraud and corruption as per **Annexure-V.**
  - j) In case of dealer/distributor or Indian agent of an overseas manufacturer, Authorization from the manufacturer for the items quoted in **Annexure VI.**
  - k) The List of items quoted shall be furnished in **Annexure - VII.** The list shall specifically indicate the make/ code no., manufacturer and brand name (if any) along with specifications. But this list **shall not indicate prices of the items.**
13. In the technical bid, the bidder shall confirm that, in case he becomes the successful bidder he shall abide by the following stipulations which shall also form a part of his undertaking at **Annexure IV.**
14. All the above documents mentioned in **Para 11 & 12 along with Agree Terms and Conditions as per Annexure-VIII**, shall be submitted in separate sealed cover superscribed as “COVER ‘A’ “, TENDER FOR SUPPLY OF



DRUGS AND MEDICINES (TENDER NO. \_\_\_\_\_) DUE AT  
13.00 HRS ON 16<sup>th</sup> February, 2016 & ADDRESSED TO State Mission  
Director, NHM, State Health Society, Manipur

15. PRICE BID “COVER ‘B’”

- a) Bid shall be type – written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.
- b) **The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Sales Tax/VAT, Freight, Insurance, Installation / Commissioning etc and warranty maintenance for 3 years, showing the break – up of cost.**
- c) The landed price per unit including 3 years warranty plus charges for 5 years comprehensive maintenance contract shall be the criteria for determining the L1 rate.
- d) Each page of the price bid shall be duly signed by the bidder with official seal.
- e) The bidder shall duly fill up **Annexure-IX** for items quoted and their rates along with price break-up details as per **Annexure VIII** and shall submit in a separate sealed cover super subscribed as “ **COVER ‘B’** “, TENDER FOR SUPPLY OF Drugs & Medicines (TENDER NO. \_\_\_\_\_) DUE AT 13.00HRS ON 16<sup>th</sup> February, 2016 & ADDRESSED TO State

Mission Director, NHM, State Health Society, Manipur, Medical Directorate, Lamphel .

- f) The **Cover 'A' and Cover 'B'** shall be separately sealed and both these covers shall be put in another sealed cover super subscribed as "TENDER FOR SUPPLY OF DRUGS&MEDICINES(TENDER NO. \_\_\_\_\_) DUE AT 13.00HRS ON 16<sup>th</sup> February, 2016 & ADDRESSED TO State Mission Director, NRHM, State Health Society, Manipur.

16. Cover 'A' i.e. Technical Bids shall be opened at the office of the purchaser or at any other place earlier intimated, on the date and time specified in presence of the intending bidders or their authorized representatives.

17. Cover 'B' i.e. the Price Bids of the bidders who meet the eligibility criteria, evaluated based on the details furnished in Cover 'A' shall only be opened and the date and time of opening of Cover 'B' shall be intimated to the eligible/ short listed bidders

#### **18. TENDER EVALUATION**

Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price including 2 years potency/expiry period 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.

#### **19. VALIDITY OF BIDS**

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 bid Validity period. A bidder may refuse extension request without forfeiting the bid Security.

**20. VALIDITY OF TENDER**

**The validity of tender of the successful bidder shall be at least 1 year from the date of finalization of the order and the successful bidder(s) are bound to supply the items at agreed rates during this period. This validity period may be further extended with mutual consent.**

**21. REASONABILITY OF RATES/ FIRM PRICE**

a) The bidder shall certify that the rates quoted are the lowest ones for any institution in the country.

If the bidder is stockiest / distributor/ dealers, he shall confirm that the price quoted are based on manufacturer's price list with appropriate discount & shall enclose manufacturer's price list or priced quotation in support of his claim.

b) During the period of the contract, if the price of any tendered 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 purchaser and shall charge the reduced rates. The purchaser 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 of rates.

- c) Subject to the condition stipulated above, the prices shall remain **firm** for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- d) No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

**22. STATUTORY TAXES/ DUTIES**

In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

Further, in case a successful bidder has been enjoying Excise Duty exemption on any criteria like turnover etc. and at a later date, during currency of the contract, even if Excise Duty becomes chargeable on

goods manufactured, the same shall be to the supplier's account and shall not be borne by the purchaser.

**23. PERFORMANCE SECURITY DEPOSIT:**

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 5% of the order value in the form of Banker cheque/DD/ Bank Guarantee in favour of the purchaser valid for a period of 1 years from the date of completion of order. The Bank Guarantee/Banker cheque/DD shall be returned after 6 months of completion of the drugs supplied.

However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the amount of DD/Banker cheque/ Bank Guarantee shall be forfeited.

**24. AGREEMENT**

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

**25. NON ASSIGNMENT**

The bidders 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.

**26. COMMUNICATION**

All notices or communications relating to or 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.

**27. 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.

**28. TENTATIVE QUANTITY**

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.

**29. INSPECTION & QUALITY ASSURANCE**

- a) The purchaser and /or his authorized representative(s) have the right to inspect the manufacturing facilities of those companies who have quoted or

whose items have been quoted for this tender, before accepting their rates or before awarding the contract, or at any point of time during the continuance of the tender and has also the right to reject the tender or not to reorder based on facts brought out during such inspections.

- b) During the process of manufacture of the ordered items, stage wise as well as random inspections may be carried out by authorized technical personnel to ensure compliance to specification/quality.

However, such inspection shall not absolve the supplier from his responsibility of strictly adhering to the specifications & other conditions spelt out in the tender.

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### **30. DELIVERY CONDITION**

- i) The supply of medicines items shall be completed within 45 days from the receipt of the Purchase Order.
- ii) If the supplier fails to deliver the Drugs and Medicines items during the stipulated time the Tender Inviting Authority have the liberty to make alternative arrangement by inviting new tender or from the open market or by considering the bidder L2.

### **31. PAYMENT TERMS**

- i) No advance payment towards the cost of Drugs and medicines etc. shall be made to the bidder.

- ii) Payments towards the supply of drugs and medicines will be strictly as per the rule of Tender Inviting Authority. The payment will be made only through RTGS/Core banking/NEFT, no other mode of payment will be entertained

### **PENALTY FOR DELAY IN DELIVERY**

- a) In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, 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.
- b) Once the maximum price reduction is reached, termination of the contract may be considered.
- c) 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 EMD and Bank Guarantee for Performance Security and other penal provisions.

### **32. FORCE MAJUERE**

The above condition 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, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the tenderer the time period of supply may be extended by the purchaser at his



discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

**33. FRAUD & CORRUPTION:**

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

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

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

the firm ineligible for a specific period or indefinitely to participate in a bidding process.

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

**34. 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.

**35. WAIVAL / ALTERATION ETC** Bidders request for waival, alteration etc. in respect of bid document fee, EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests. The unpriced bids shall not be opened of those bidders who have not complied with the provisions of the Bid Document Fee and / or EMD clause of the Tender Document.

**36. ADJUDICATION/REVIEW BOARD**

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate authority of the purchasing organization, having officers belonging to other departments not related to the purchasing department.

### **37. 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.

### **38. 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 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 Civil Court within the city of Imphal only.

**Tender No.**\_\_\_\_\_

### **List of Equipments / Items, with Specification, Quantity and Earnest Money Deposit Amount**

Schedule No.	Sr. No.	Item Description with Specification	Qty	EMD Amount	Location to be delivered at
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**Annexure - I**

**DECLARATION  
On  
Manufacturing facilities**

**Tender enquiry No.**\_\_\_\_\_

**For supply of** \_\_\_\_\_

1. Name of the tenderer :
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
10. Detail of After Sales Service & AMC facilities available locally

Name of the Agency:

Full Postal Address:

Phone / Fax / E-mail:

11. Name of person responsible for 10 above

Sl. no.	Name	Designation	Age	Residential Address
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12. Name of Govt. Departments/ Pvt. Institutions to which the tenderer already supplied the items with quantity, value and supply period

As per enclosure

13. Has the tenderer 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 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 one year after finalization of rate contract.

Dated:

Signature\_\_\_\_\_

Name of tenderer\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

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

Name of firm \_\_\_\_\_

Sl.	Name of the product	Year	Quantity supplied.	Value.	Name and full address of the purchaser
	1	2	3	4	5
1.					
2.					
3.					

Signature and seal of the Tenderer\_\_\_\_\_

### **ANNEXURE-III**

#### **ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s\_\_\_\_\_ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

\_\_\_\_\_



<i>Sl.No.</i>	<i>Year</i>	<i>Turnover in Lakhs (Rs)</i>
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1.	2012-03	-
2.	2013-14	-
3.	2014-15	-

Total - Rs. \_\_\_\_\_ Lakhs.

Average turnover per annum - Rs. \_\_\_\_\_ Lakhs.

Concurrent Commitment

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

**ANNEXURE-IV**

**UNDERTAKING**

To

Tender enquiry 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 one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of .....to 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 MRP/ prevailing market rate.
3. The items 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 codal 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

SEAL :

**ANNEXURE-V**

**UNDERTAKING ON FRAUD AND CORRUPTION**

We M/s ..... Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of ..... under tender reference no. .... Dt ..... We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director  
Designation:

Seal:

**ANNEXURE-VI**

**MANUFACTURER'S AUTHORIZATION FORM**

**No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

**To,**

Dear Dir,

Bid Ref. No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ Registered office at \_\_\_\_\_ possessing Manufacturing Licence No. \_\_\_\_\_ dated \_\_\_\_\_, Valid Upto \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (Name and address of Representative), to submit a bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

1.

2.

3.

(Attach separate sheet if necessary)

We hereby extend our comprehensive Guarantee/ warranty for a period of 3 years from the date of commissioning of the equipment and commit to provide annual maintenance services for a further period of minimum 5 years as per the tender conditions for the items offered for supply against the tender submitted by the above firm. After expiry of this period, Annual Maintenance Services for another 5 years either on comprehensive basis (including spares) or for services only shall also be provided, if the purchaser so desire.

Yours faithfully,

(Name)

for and on behalf of M/s. \_\_\_\_\_

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**ANNEXURE-VII**

**FOR COVER 'A' –UNPRICED BID**

**Tender No.**\_\_\_\_\_

**A. List of Items**

Schedule No.	Sr. No.	Description	Qty	Price Quoted / Not Quoted	Technical Specification attached / Not attached
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**ANNEXURE-VIII**

**NAME OF THE PURCHASER**

**AGREED TERMS & CONDITIONS**

Tender No. & Date \_\_\_\_\_

A. Details of Bidder

Bidder

Offer Ref

Telephone No.

Fax No.

Contact Person:

Signature:

E-mail:

B. Definitions

1. "Purchaser" means ..... or his authorized representative.
2. "Bidder" or Tenderer 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 bid, Bid '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 annexures to this questionnaire.**

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation/ furnished separately)
	<b>C. Technical</b>	
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 equipment catalogue and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ deviations furnished.	
6.	Confirm that Earnest Money Deposited (EMD) as per bid document, for each schedule quoted,	



	enclosed.	
	<b>D. Commercial</b>	
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 prices are on duly installed and commissioned at site basis including packing & forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance, installation & commissioning at site.	
3.	Confirm furnishing of detail price break-up of each item showing all components of cost separately with basic price of equipment and other costs 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 you.	
6.	If 5 above is not acceptable, advise maximum possible rate of ED changeable, which shall be loaded to your price.	
7.	Confirm that in case of delay on your account any new or additional duties and taxes imposed after the contractual delivery date shall be to your account. 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.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order and date of commissioning and acceptance of the installed equipment by purchaser's representative shall be considered as the delivery completion date.	
10.	Confirm acceptance of relevant payment terms	

	specified in the bid document.	
11.	Force Majeure—Delivery period, price reduction termination etc are subject 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.	<p>a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than quoted / agreed prices to any Govt. or Public Medical Institution.</p> <p>b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriated discount (Copy of Price list to be enclosed).</p>	
14.	<p>a) Confirm that all inspection &amp; testing charges including 3<sup>rd</sup> party inspection (if required) included in the price.</p> <p>b) Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.</p>	
15.	<p>a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost.</p> <p>b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.</p>	
16.	<p>Packing / forwarding, transportation, loading/ unloading and insurance are your responsibility.</p> <p>However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing &amp; lifting arrangement. Pl confirms compliance.</p>	
17.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period of 3 years from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be	

	remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the supplier. Pl confirm acceptance.	
18.	Confirm that Performance Bank Guarantee shall be furnished for 10% of the total order value valid till guarantee period of the goods.	
19.	Confirm your acceptance to enter into an agreement with the purchaser, for Comprehensive Annual Maintenance Contract for at least 5 years after expiry of guarantee / warranty period of the goods. Confirm that the AMC changes on %age basis have been quoted in you price bid.	
20.	Confirm acceptance of Part order.	
21.	Confirm acceptance of Repeat order within 12 months from the date of basic order at same price and terms & conditions.	
22.	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.	
23.	It is noted that the purchaser would disown any responsibility / liability toward irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
24.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
25.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	
26.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

**ANNEXURE-IX**

**FOR COVER 'B' – PRICED BID**

**Tender No.**\_\_\_\_\_

**A. List of Items**

**SCHEDULE OF RATES**

Schedule No.	Sr. No.	Description	Quantity	Total landed cost including installation & warranty maintenance
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**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made

The ..... day of ....., year.....

**BETWEEN**

(1) Name and Address of the Purchaser:

(2) Name and Address of the supplier:

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

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Condition of Contract
  - (c) General Condition of Contract
  - (d) Technical Requirements ( including Technical Specifications)

(e) The Supplier's bid and original Price Schedule

(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 \_\_\_\_\_

# LIST OF DRUGS TO BE PROCURED:

Sl. No	Name of the Product	Unit pack
Schedulee Formulation:-		
<b>Capsules</b>		
1	Amoxycillin 250 mg+ Cloxacillin 250 mg	10X10
2	Ampicillin IP 250mg	10X10
3	Ampicillin IP 500 mg	10X10
4	B-Complex+Vit C & Zinc/Cebexin-Z	10X10
5	Tetracyclin IP 250 mg	10X10
6	Tetracyclin IP 500 mg	10X10
<b>Tablet</b>		
7	Ascorbic Acid IP/Sukcee	10X10
8	Amlodipin 5mg	10X10
9	Chloroquine Posphat IP 250mg	10X10
10	Co-Trimoxazole IP SS (Sulphamethoxazole 400mg + Trimethoprim 80mg)	10X10
	Co-Trimoxazole IP Paed (Sulphamethoxazole 100mg + Trimethoprim 20mg)	
11	Trimethoprim 20mg)	10X10
12	Erythromycine Stearate IP 250 mg	10X10
13	Erythromycine Stearate IP 500 mg	10X10
14	Polyvitamin (Prophulactic) NFI	10X10
15	Ranitidine IP HCL 300 mg	10X10
16	Vitamin B-Complex (Prophylactic) NFI	10X10
17	Diclofenac Sodium SR 100 mg	10X10
<b>I.V. Fluids (Infusions)</b>		
19	Ciprofloxacin	100ml
	Metronidazole IV	100 ml (Vial)
<b>Dry Powder Vial</b>		
20	Benzathene Penicillin 6 lac	Vial
21	Benzathene Penicillin 12 lac	Vial
22	Benzathene Penicillin 24 lac	Vial
23	Benzyl Penicillin IP 5 lac	Vial
24	Benzyl Penicillin IP 10 lac	Vial
25	Cefotaxime Sodium 250 mg	Vial

26	Cefotaxime Sodium 500 mg	Vial
27	Cefotaxime Sodium 250 gm +Sulbactum 125 mg	Vial
28	Cefotaxime Sodium 500 gm +Sulbactum 250 mg	Vial
29	Cefotaxime Sodium 1 gm +Sulbactum Sod. 500 mg	Vial
30	Liquid Ampules Eteo-Theophyllin	2 ml Amp.
31	Pentazocine Lactate 30 mg/ml	2 ml Amp.
32	Gentamycine IP 2 ml	2 ml Amp.
Capsules		
33	Cephadroxil 500 mg	10X10
Tablet		
34	Cefuroxime Axetil 250 mg	10X10
35	Cefuroxime Axetil 500 mg	10X10
36	Dicyclomine Hcl IP 20mg + Paracetamol IP 500 mg	10X10
37	Ofloxacin IP 200mg + Ornidazole 500 mg	10X10
38	Oral Contraceptive Pills -Mala D	28's cycle
39	Oral Contraceptive Pills -Mala N	28's cycle
40	Pantraprazole 40 mg	10X10
41	Penicillin V 125 mg	10X10
42	Penicillin V 250 mg	10X10
43	Sparfloxacin 100mg	10X3
44	Sparfloxacin 200 mg	10X3
45	Tinidazole 300mg	10X10
Suspension/Surup		
46	Albendazole Suspension 200mg/5ml	10 ml
Ointment		
47	Clotrimazole Ointment	15 mg Al Tube
48	Povidone Iodine Solution/Ointment	15 mg Al Tube
I.V Fluids (Infusions)		
49	Levofloxacin IV	100 ml (Vial)
50	Mannitol 20%	100 ml Bottle
51	Mannitol 20%	300 ml Bottle



52	Plasma Volume Expender 500 ml	500 ml
53	Ringer Lactate I.V	500 ml

#### Dry Powder/Liquid Injectables

54	Amikacin IP 100mg/2ml	Vial
55	Amikacin IP 250mg/2ml	Vial

#### Dry Powder Vial

56	Ceftazadime 250 mg	Vial
57	Ceftazadime 500 mg	Vial
58	Ampicillin Sodium I.P 250 mg	Vial

#### Liquid Ampules

59	Atropine Sulphat IP 25 mg/ml	1 ml Amp.
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