

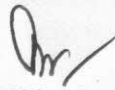
GOVT. OF ASSAM
OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT
JORHAT MEDICAL COLLEGE & HOSPITAL, JORHAT
(Under Society for Medical Education Jorhat)

No. SMEJ/JMCH/2327/2019/ 5730

Date: 06/11/2019

RE E-TENDER NOTICE

This is for information of all bidders that the e-tender floated vide IFB No. SMEJ/JMCH/2327/2019/4625 Date: 04/09/2019 for **Supply of Drugs on rate contract basis for Jorhat Medical College & Hospital, Jorhat -Assam** is hereby retendered due to modifications in the tender document and BOQ. For details please visit in the e-portal: <https://assamtenders.gov.in/> & the institutional website: <http://jorhatmedicalcollege.in/>.



Principal cum Chief Superintendent,
Jorhat Medical College & Hospital, Jorhat

Memo No. SMEJ/JMCH/2327/2019/

Date: 06/11/2019

Copy to:

- 1) The Principal Secretary to the Govt. of Assam, Health & F.W, Department, Dispur, Guwahati-06.
- 2) The Director of Medical Education, Assam, Sixth Mile, Khanapara, Guwahati-22.
- 3) The DIPR, Assam, Dispur, Guwahati-06. He is requested to kindly take necessary steps to publish the same in one All India English daily News Paper published from Guwahati, one English and one Assamese daily News Paper published from Guwahati, One daily News Paper published from Jorhat
- 4) The Superintendent, JMCH, Jorhat.
- 5) Member Secretary of the Tender Committee, JMC&H, Jorhat.
- 6) Member Secretary of the E-Tender Committee, JMC&H, Jorhat.
- 7) Notice Board/Website.


Principal cum Chief Superintendent,
Jorhat Medical College & Hospital, Jorhat



RATE

**CONTRACT FOR
SUPPLY OF DRUGS**

AT

JORHAT MEDICAL COLLEGE & HOSPITAL, JORHAT

IFB NO. SMEJ/JMCH/2327/2019/4625 Date: 04/09/2019

TWO BID SYSTEMS

Date and Time of End of Bid Document	12:00 PM of 25/11/2019
Date and Time of Opening of E-Technical Bid	1:00 PM of 25/11/2019
Tentative Date and Time of Opening of E-Price Bid	1.00 PM of 28/11/2019

Tender document may be downloaded from institute's web site www.jorhatmedicalcollege.in (for reference only) and e-portal site <https://assamtenders.gov.in>

Jorhat Medical College & Hospital, Jorhat

Kushal Konwar Path, Barbheta, P.O. Jorhat-785001, Assam, India

Email: jmc-asm@nic.in

www.jorhatmedicalcollege.in



Chapter I- Instruction to bidders**Notice Inviting E-Bids**

Subject: - Procurement of Drugs Items for a period of one year.

Sealed Bids (Two Envelope System) affixing court fee stamp of Rs. 8.25 (Rupees eight and paisa twenty five) only are invited on behalf of the Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat from the eligible & experienced Firm/Distributors/Manufacturer. **The Jorhat Medical College & Hospital, Jorhat-Assam, India a healthcare institute being established by the Govt. of Assam are invites sealed bids for supply of Drugs items on rate contract basis for a period of one year for day to day emergency requirement of the JMCH which may be extendable upto one more year on mutual consent of both parties.** You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Instructions to the Bidders:

1. Online bids are invited on single stage two bid systems for “Annual Rate Contract for Drugs Items”.

Manual bids shall not be accepted.

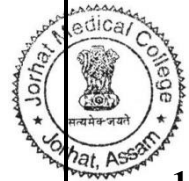
2. Tender document may be downloaded from JMCH web site www.jorhatmedicalcollege.in (for reference only) and e-portal website <https://assamtenders.gov.in/nicgep/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at e-portal website <https://assamtenders.gov.in/nicgep/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Tenderer who has downloaded the tender from the JMCH web site www.jorhatmedicalcollege.in and e-procurement website <https://assamtenders.gov.in/nicgep/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with JMCH, Jorhat-Assam.

The Technical bid should include the detailed specifications of item. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).

6. The complete bidding process in online bidding, Bidder should be in possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
7. Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Public Procurement Portal for e Procurement at <https://assamtenders.gov.in/nicgep/app>
8. Quotations should be valid for 365 days from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery; Batch & Expiry terms etc. whichever is applicable.
9. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
10. The tender is in two - bid system i.e. Technical & Financial contains specification and allied Technical details and the Price Schedule of the various items detailed in “**Chapter VI**”. The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various items will be opened on a suitable date, to be intimate later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.



11. The technical should be sealed by the bidder in separate covers super-scribed "**Technical bid for supply of Drugs Items – 2019**" Sealed Envelopes should be kept in a main/ bigger envelope super- scribed as "**Rate Contract for Supply of Drugs Items – 2019**". The 'Technical Bid' will be analyzed and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of accordingly.
12. Tenders submitted online only through e-portal: www.assamtenders.gov.in. Bidders are request to submit a hardcopy technical bid alongwith the (Fees+EMDs) to the office of the undersigned after successful submission of their tender through online. Tender submitted without following Two-Bid system procedure as mentioned above would be summarily rejected. The price bid must be submitted online only. **No hardcopy of price bid will be accepted. The Bidders are requested to submit a hard copy (original) of tender document along with the necessary fees, EMD & covering Letter mentioning about the Payment Details, Company Name, Address, Payment (Mention the Tender ID and Tender Title) in the stipulated date and time.**
13. **Sample: after Initial documents verification process, the selected bidders may be submit the sample of product if asked for.**
14. **Purchase will be done only after the approval of the quality of the product by the Competent Authority.**



Schedule of Rate Contract

01	Particular	Rate Contract for Supply of Drugs Items Items for JMC&H, Jorhat-Assam
02	E-Tender IFB No.	SMEJ/JMCH/2327/2019/4625 Date: 04/09/2019
03	Contract period	(1) One Year and can be continued / renewed for further (1) Year on mutual consent of both parties subject to satisfaction of the authority of Jorhat Medical College & Hospital, Jorhat-Assam, India
04	Tender Fees (Non refundable)	In favour of 'Principal Jorhat Medical College and Hospital' payable at ICICI Bank Jorhat Branch of Rs. 2,000/- in the form of Demand draft
05	Earnest money deposit (Refundable)	In favour of 'Principal Jorhat Medical College and Hospital' payable at ICICI Bank Jorhat Branch (IFSC Code : ICIC0000473) of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft/FD /Bankers cheque/BG
06	Tender documents Download from	www.jorhatmedicalcollege.in https://assamtenders.gov.in/nicgep/app
07	Website for online submission	https://assamtenders.gov.in/nicgep/app
10	Last date and time for online/offline tender submission & sample submission	25 th Nov 2019 upto 12:00 PM on https://assamtenders.gov.in/nicgep/app
11	Date and time for Opening of E-Technical Bid	25 th Nov 2019 on 1:00 PM
12	Tentative date and time for Opening of e-Price Bid	28 th Nov 2019 after 01:00 P.M



Chapter-II
Conditions of Contract
General Terms and Conditions

Subject: - Notice Inviting Bids for Drugs Items for Jorhat Medical College & Hospital, Jorhat.

1. Parties :

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and for and on behalf of the Authority, Jorhat Medical College & Hospital, Jorhat-Assam.

Only manufacturer and their authorized distributor are allowed to participate in this tender with following terms & conditions:

- (i) If a manufacturer is submitting a bid then he may authorized a local distributor for Supply, Bill and Collection of payment. In this regards a certificate must be attached [As per format attached] along with Technical Bid.
- (ii) If a distributor is participating in this tender then he will be allowed to submit valid Manufacturer Authorization Certificate as per format attached.

Note: Bidder will have to open their Branch / Distributor sales office within a radius of 100 Km of the Jorhat City, (Assam) within 30 days of award of contract. In the case of bidder, who already have a Branch / Distributor sales office at nearest to Jorhat (Assam), the name, address and contact number should be specifically mentioned in their bids for day to day emergency requirement.

Earnest Money (Refundable):

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. **50,000/- (Rupees Fifty Thousand only)** by way of DD/FD only. The demand drafts shall be drawn in favour of "Principal Jorhat Medical College and Hospital" A/c No. 047301002948 IFSC Code: ICIC0000473 payable at ICICI Bank Jorhat Branch. A Hard copy of the tender document alongwith EMD & Tender Fees must delivered to the Jorhat Medical College & Hospital, Jorhat on or before bid closing date/time (submitted only in Tender Section). The EMD of the successful bidder shall be returned after the successful submission of Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.

- a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- b) Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the JMCH.
- c) The Tenders without Tender Fees & Earnest Money will be summarily rejected.
- d) No Claim shall lie against the JMCH in respect of erosion in the value or interest on the amount of EMD.
- e) The EMD, in case of successful bidders shall be refunded on submission of performance security.
- f) The EMD, in case of unsuccessful Bidders shall be retained by the Purchaser, upto a maximum period of 6 months from the date of opening of the Bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the JMCH authorities on the EMD.

3. Tender Fee (Non refundable):

Tender fee will be Non-refundable amount of Rupees two thousand (Rs.2000/-) only and the tenderer shall deposit a separate Bank Draft in favor of "Principal Jorhat Medical College and Hospital"

along-with tender Document (Technical Bid). **The tenders submitted without tender cost shall liable to be rejected summarily.**

4. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
5. Quotations qualified by such vague and indefinite expression such as “Subject to prior confirmation”, “Subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
6. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the e-portal: <https://assamtenders.gov.in/nicgep/app> or the institutional website of JMCH, Jorhat-Assam (www.jorhatmedicalcollege.in). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

7. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- a) Duly filled format of Technical Bid as per Chapter – IV.
- b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- c) **Duly notarized Manufacturer Authorization Certificate from the original manufacturer must be attached by Bidder alongwith Power of Attorney if signed by the representative.**
- d) **Financial Status:** - The average annual turnover from similar jobs, of the quoting firm should not be less than **1 crore** in the last three consecutive years i.e (2015-16, 2016-17, 2017-18). Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.
- e) The technical bid should be accompanied by Demand draft of **Rs. 2000/- (non-refundable) against tender fee** and Demand Draft of **Rs. 50,000/- (Rupees Fifty Thousand only) for EMD.**
- f) Copy of Income Tax Return Acknowledgement for last three assessment years.
- g) Copy of PAN Card (proprietor or company/firm).
- h) Copy of GST Certificate.
- i) Up to date valid Trade License
- j) Non Blacklisting Certificate
- k) Certificate for No Deviation
- l) Certificate for Price Justification
- m) GMP Certificate
- n) GST undertaking certificate certified by the competent authority.
- o) Analytical test report issued by the appropriate authority should be submitted if applicable.
- p) Up to date Wholesale Drug License from the State of Assam shall be preferable.
- q) Drug License
- r) **The bidder must have adequate experience of execution of similar work in 500 bedded Govt. Hospital. Necessary supporting documents like work orders, challan etc. for last three years to this effect must be submitted along with the offer.**
- s) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate

in the bid.

- t) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Financial Bid: The financial bid shall contain:

- (a) Price Bid Form [As per Chapter - VI] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

8. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
- (d) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, JMCH authority may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (e) The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

9. BID PRICES:

- (a) It should be submitted in form given in **Chapter VI (to be uploaded in e-portal as BOQ)**.
- (b) The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the Institute.
- (c) The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (d) Rates should be inclusive of all taxes.

10. TECHNICAL EVALUATION:

- (a) Detailed technical evaluation shall be carried out by Purchase Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (b) The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation.
- (c) Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.
- (d) JMCH authority shall have right to accept or reject any or all tenders without assigning any reasons thereof.



11. FINANCIAL EVALUATION:

- (a) The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- (c) The JMCH, Jorhat-Assam does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The JMCH authority reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

12. AWARD OF CONTRACT: PLACE MENT OF ORDER

- (a) The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

13. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.



14. Validity of the bids:

The bids shall be valid for a period of 365 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

15. Right of acceptance:

The JMCH authority reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The JMCH, Jorhat reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

16. Delivery:

Delivery of items shall be made by the supplier within 30 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 1 weeks of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.

17. Liquidated Damages

Supply of material will have to be completed within 30 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of relevant goods. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

18. Risk Purchase

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our NIT, JMCH authority reserves the right to terminate contract for that item(s), forfeiture of security deposit and to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills of the existing firm and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, then same may be recovered if necessary by due legal process.

19. The approved suppliers need to supply the items as required by the JMCH authority time to time. If any discrepancy/complaints against the supplier/manufacturer regarding falsification of supply of the items to JMCH supplier will be responsible for this and legal action to be taken.

20. The Payment clause:

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).

The bills payment will be made depending on the sanction fund from the Govt. of Assam.

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the JMCH, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

21. Performance Security:

The bidder shall require to submit the performance security after receipt of award of notification, in the form of irrevocable Fixed Deposit Receipt (FDR) /Banker Cheque issued by any Scheduled Bank @ 5% of the total value of the contract. The security deposit of successful bidders will be kept for the

period of one and half year from the date of award of the contract and shall be refunded without any interest on it within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

The security deposit can be forfeited by the Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

22. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

23. Insolvency etc:

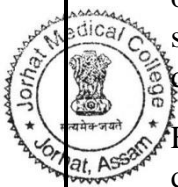
In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified JMCH authority shall have the power to terminate the contract without any prior notice.

24. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by JMCH in that event the security deposit shall also stands forfeited.

25. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of JMCH, Jorhat-Assam, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.



26. Right to call upon information regarding status of work:

The JMCH authority will have the right to call upon information regarding status of work / job at any point of time.

To assist in the analysis, evaluation and computation of the bids, the Purchase Committee of JMCH may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

27. Arbitration:

If any conflict or difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the authority of JMCH. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

28. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Jorhat - Assam and all obligations hereunder shall be deemed to be located at Jorhat, Assam and Court within Jorhat, Assam will have Jurisdiction to the exclusion of other courts.

29. Periodicity/ Duration of Tender:

The rate contract is initially for a period of one (01) year and may be extended till new rate contract gets final. JMCH authority shall, however, reserve the right to terminate the contract at any time without assigning any reason.

30. Other Conditions:

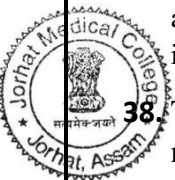
The successful firm will be required to do the work / job for a period of one year from the date of award the contract. JMCH authority shall, however, reserve the right to terminate the contract at any time without assigning any reason. The job will be entrusted on the basis of all-inclusive rate contract on as is where is and competitive rates basis.

31. The items will have to be supplied at JMCH, Jorhat-Assam. No transportation / cartage charges will be provided for the same.

32. The Jorhat Medical College & Hospital, Jorhat-Assam shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.

33. The tendering Firm/Agency/Company/manufacturer/Distributor shall be bound by the details furnished by him/her to the Jorhat Medical College & Hospital, Jorhat-Assam while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Manufacturer/Distributor, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

34. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs to 18.00 Hrs.

- 
- 35.** Good Manufacturing Practices (GMP) Certificate & Analytical test report issued by the appropriate authority should be submitted if applicable.
- 36.** The General Drugs Items shall be delivered at the JMCH, Jorhat-Assam with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.
- 37.** Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by JMCH, Jorhat-Assam.
- 38.** The selected tendering Firm/Manufacturer/Distributor shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to JMCH, Jorhat-Assam.
- 39.** In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Purchase Committee reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
- 40.** The Specification of the item needed is mentioned in Technical Bid (Chapter - V). The payment would be made for actual supply taken and no claim in this regard should be entertained.
- 41.** If a tendering Firm/Manufacturer/Distributor/Company decides to withdraw from the bidding before the financial bids are opened, the JMCH, authority shall forfeit the EMD deposited with the technical bid.

42. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tendered must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
43. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
44. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
45. The JMCH, Jorhat-Assam reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

46. Disclaimer:

The near relatives of employees of JMCH, Jorhat-Assam are prohibited from participation in this tender. The near relative for this purpose are defined as:

- (a) Members of a Hindu undivided Family.
- (b) Their spouses
- (c) The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law.
- (d) The Purchase Committee of JMCH, Jorhat-Assam shall go into all aspects including cost factors of Drugs Items and then decide for awarding of the tender, by quoting lower rates in respect of items, a firm does not become entitled to awarding the contract in its favor of those item(s). In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating / comparing the rate of items consumed by the JMCH, Jorhat-Assam throughout the year and as per the requirement in view of quality, as deemed fit by the Purchase Committee. The firm has to provide samples for the items for evaluation of Purchase Committee when required. The committee will reject the quotations of the bidders whose quotation will not found of quality required by JMCH. JMCH authority reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

Special Conditions:

- (a) Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
- (b) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
- (c) Payment of the bill will be made after receipt of the goods in satisfactory condition and inspection by the concern Committee.
- (d) No revision in rate (on higher side) will be accepted during contract period.
- (e) Order will be placed as per requirement, irrespective of value of the order.
- (f) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.



- (g) Supply should be made from the latest batch of production with maximum life period & original packing.
- (h) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (i) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- (j) JMCH authority reserves the right to conclude more than one rate contract for the same item.
- (k) JMCH authority has the option to renegotiate the price with the rate contract holder.
- (l) JMCH authority reserves the right to cancel rate contract for any or all items without assigning any reason thereof.

Inspection:

- (a) JMCH authority shall have the right to inspect and/or to test the items to confirm their conformity to the NIT Specifications at no extra cost to the JMCH.
- (b) JMCH authority right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by JMCH prior to the goods shipment.
- (c) JMCH authority shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

Documents:

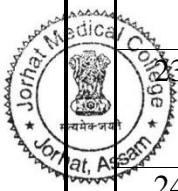
- (a) All pages of the Tender should be numbered and indexed.
- (b) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the JMCH authority in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the JMCH authority in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

**TENDER FORM - 1 - TECHNICAL INFORMATION AND
UNDERTAKING.**

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Concern		
2.	Whether the Firm is located within a 100 km radius of the Jorhat (City), Assam. (Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
5.	Details of the cost of the Tender documents (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for each and every item mentioned in Chapter V (Yes/No) (If NO, then please attach a list of quoted items with make and complete specification along with the Technical Bid without indicating price)		
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
9.	Manufacturer Authorization Certificate		
10.	Distributor's Authorization Certificate		
11.	Non Blacklisting Certificate		
12.	Certificate for No Deviation		
13.	Certificate for Price Justification		
14.	Last Income Tax Certificate		
16.	Drug License		
17.	GMP Certificate		
18.	Analytical Test Report issued by the appropriate authority if applicable		
19.	Up to date Wholesale Drug License from the State of Assam		
20.	Up-to-date copy Trade License		
21.	GST undertaking certificate		





22.	Have you previously supplied these items to any 500 Bedded Government Hospitals? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)		
23.	Proof of average annual turnover of the quoting firm, which should not be less than Rs. One (01) Crore only continuously for the preceding last three years.		
24.	Permanent Account Number		
25.	GST Registration No.		
26.	Whether copies of authenticated balance sheet for the last three years enclosed certified the competent authority.		
27.	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
28.	Any other information important in the opinion of the tenderer		

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Dated:

Place:

Undertaking

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the JMCH.
5. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

FORMAT FOR MANUFACTURER'S AUTHORISATION

To,
The Principal cum Chief Superintendent,
Jorhat Medical College & Hospital, Jorhat -Assam

Reference: NIT No. SMEJ/JMCH/2327/2019/4625 Date: 04/09/2019 for Rate Contract for Supply of
Drugs Items.

Subject: **Manufacturer Authorization Certificate**

Dear Sir,

Ref. Your NIT No _____, dated _____
We, _____ who are proven and
reputable manufacturers of _____ (name and description of the Items
offered in the Quotation) having factories at
_____, hereby authorize
Messrs. _____ (name and address of the agent) to submit a Quotation, process the
same further and enter into a Rate Contract with you against your requirement as contained in the above referred
Quotation Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (name and address of the above agent) is
authorized to submit a tender, process the same further and enter into a Rate Contract with you against your
requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on
the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs. _____

[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent duly notarized and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.



FORMAT FOR DISTRIBUTOR'S AUTHORIZATION

Dated:

To,
The Principal cum Chief Superintendent,
Jorhat Medical College & Hospital, Jorhat -Assam

Reference: NIT No. SMEJ/JMCH/2327/2019/4625 Date: 04/09/2019 for Rate Contract for Supply of
Drugs Items.

Subject: Authority Letter

Dear Sir,

With reference to above mentioned Rate Contract, we wish to inform you that our below mentioned distributor is authorized to receive orders, to make the supplies, to raise the invoices for products manufactured/marketed by [Name of Manufacturer] and collect the payments thereof on our behalf.

1. Name of the firm :
2. Complete Address :
3. Contact Person :
4. Contact No.: :
5. Email ID: :

You are kindly requested to place your valuable orders and to make payment directly to our authorized distributor for prompt supply.

This authorization will remain valid for whole contract period.

[Signature with date, name and designation]

For and on behalf of Messrs. _____

[Name and address of Manufacturer]



Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

NON BLACKLISTING
CERTIFICATE

[To be executed on Judicial Stamp Paper of Rs. 50/-]

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central/ State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by JMCH, Jorhat -Assam and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and JMCH authority may imposed any action as per NIT rules.

Date :
Place :

Name :
Business Address :
Signature of Bidder :
Seal of the Bidder :



**CERTIFICATE OF NO
DEVIATION**

[To be given on letter head]

NIT No.:

I/We, M/s _____ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of JMCH tender specification/norms, either technical or commercial, and I/We agree to all the terms and conditions mentioned in JMCH tender specification/norms with associated amendments & clarification



[Signatures of the Bidder with Name, Designation & Company's Seal]

CERTIFICATE OF PRICE JUSTIFICATION

[Affidavit on non judicial stamp paper worth Rs 100/-)
Higher Price/ Lower price certificate]

NIT No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER



UNDERTAKING

[To be given on letter head]

Reference: NIT No. SMEJ/JMCH/2327/2019/4625 Date: 04/09/2019 for Rate Contract for Supply of Drugs Items.

I/We hereby certify that the [Name of the company / firm] has quoted the items referred in the tender document as per GST norms.



[Signatures of the Competent Authority]

Name :

Designation :

Seal :

Chapter – V

Technical Bid

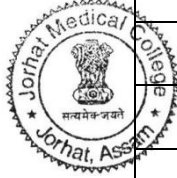
List of Drugs Items

Sl. No	Name of Drugs with specifications
1	Inj. Meropenem 1 gm+ Sulbactum 500 mg
2	Inj. Piperillin 4gm+ Tezobactum 500 mg
3	Inj. Ceftriaxone 1 gm + Sulbactum 500 mg
4	Inj. Ceftriaxone 1 g + Tezobactum 125 mg
5	Inj. Oxytocin 5 IU / ml
6	Inj. Hydrocortison vial 100 mg/ml 2ml vial
7	Inj. Diclofenac amp. 75 mg/ml
8	Inj. Linezolid 200 mg/100 ml
9	Inf. Paracetamol 1000 mg/100ml
10	Inj. Hyoscine Butyl bromide 20 mg/ml
11	Inj. Ferric Carboxymaltose 1000mg/20ml
12	Povidone Iodine ointment 5% w/w (15mg tube)
13	Tab Misoprostal 200 mcg
14	Lignocaine gel 2%
15	Tab Linezolid 600 mg
16	Tab Levofloxacin 500 mg
17	Tab Cefuroxime Axetil 500 mg
18	Tab Cefpodoxime 200 mg + Clavulanic Acid 125 mg
19	Cap Esomeprazole 40 mg
20	Cap Itraconazole 100mg
21	Cap Itraconazole 200mg
22	Tab S Metoprolol 25 mg
23	Tab Dexketoprofen 25 mg + paracetamol 325 mg
24	Inj. Isolyte-P 100 ml
25	Inj. Nacl 3% 100 ml bottle
26	Inj. Doxycycline 100 mg vial
27	Inj. Azithromycin 500 mg vial
28	Inf. Amino acid solution 450 ml bottle
29	Inj. Thiamine Hcl (vit.B1)
30	Inj. Sodium bicarbonate 7.5% w/v 10ml vial





31	Inj. Multivitamin amp.
32	Inj. Anti snake venom vial
33	Inj. Anti Rabies vaccine vial
34	Inj. Noradrenaline amp. 2mg/ml 2ml amp
35	Inj. Adrenaline amp. 1 mg/ml 1ml amp
36	Inj. Promethazine Hcl 25mg/ml 2ml amp
37	Inj. Prostodin
38	Tab Ursodeoxycholic acid 300 mg (FFS)
39	Sodium Chloride IV fluid 500 ml (FFS)
40	Ringer lactate IV fluid 500 ml (FFS)
41	25% Dextrose IV fluid 500 ml (FFS)
42	Ofloxacin IV fluid (100 ml) (FFS)
43	5% Dextrose IV fluid 500 ml (FFS)
44	Dextrose sodium chloride IV fluid 500 ml
45	Mupirocin ointment 2% w/w 5 gm tube
46	Tab Paracetamol 500 mg
47	Silver sulphadiazine ointment 500 mg
48	Protein powder (adults, paed) 200 gm sugar free
49	Inj Phenytoin sodium 25 mg/ml 2ml amp
50	Inj. Dicyclomine 10 mg/ml 2ml amp
51	Inj. Tramadol Hydrochloride 50 mg/ml 2ml amp
52	Inj. Lorazepam 2 mg/ml 1ml vial
53	Inj. Diazepam 5 mg/ml 2ml amp
54	Inj. Midazolam 5 mg/ml 1 ml amp
55	Inj. Tranexamic Acid 100 mg/ml 5 ml amp
56	Inj. Octreotide 50 mg/100mg
57	Inj. Terlipressin 0.1 mg/ml 10 ml amp
58	Sterile Haemocoagulase 0.2 IU 10ml amp
59	Framycetin Cream 1% 30 gm tube
60	Ciprofloxacin Eye drops 0.3% 5 ml bottle
61	Gentamycin Eye drops 0.3% 5 ml bottle



62	Tab Isosorbide Dinitrate 5 mg
63	Syrup Pedicloryl Triclofos 50 mg/ 5 ml
64	Tab Clopidogrel 75 mg
65	Tab Atrorvastatin 10 mg
66	Tab Atrorvastatin 20 mg
67	Inj. Adenosin 3 mg/ml 2 ml amp
68	Inj. Amiodarone 50 mg/ml 3 ml amp
69	Inj. Chlorphenaramine maleate
70	Inj. Levipil 500 mg
71	Inj. 10% Calcium Gluconate 100 mg/ml 10 ml amp
72	Inj. Pantoprazole 40 mg
73	Inj. Dopamine 40 mg/ml 5 ml amp
74	Inj. Dobutamine 50 mg/ml 5 ml amp
75	Inj. Atropine (0.6 mg per ml)
76	Inj. Dexamethasone 4 mg/ml
77	Inj. Hydrocortison 100 mg/ml 2 ml vial
78	Inj. Magnesium sulphate 500 mg/ml 10 ml vial
79	Inj. Deriphylline (Theophylline + Etophylline 50.6 mg + 169.4 mg)
80	Inj. Frusemide 10 mg/ml 2 ml amp
81	Inf. Mannitol 10% (FFS)
82	Inj. Labetalol 5 mg/ml 4 ml amp
83	Labetalol tablet 100 mg
84	Inj. Menadione Sodium (Vit. K) 10 mg/1 mg
85	Inj. Isoxsuprine 5 mg
86	Dinoprostone gel 0.5 mg 3.0 gm tube
87	Tab. Dydrogestrone 10 mg (1x10s)
88	Liquid perafine (I.P 1.25ml+ Milk of Magnesia IP 3.75 ml+ sodium picosulphate BP 3.33 grm)
89	Tab. Ursodiol USP 450 mg (1x10s)
90	Tab. Ursodiol USP 600 mg (1x10s)
91	Cap. Pancreatant Minimicrospheres equivalent to Pancreatant 300 mg (Amylase 18000 IU+ Lipase 25000IU + Protease 1000 IU) 1x10s
92	Colloidal infusion solution – infusion polygeline with electrolytes 3.5 % 500 ml

Chapter - VI

Financial Bid

(As to be uploaded only in the standard format as BOQ for e-bidding at available in the e-procurement portal i.e: www.assamtenders.gov.in)

