

Group A



**RATE
CONTRACT FOR
SUPPLY OF DRUGS ON TURNKEY BASIS TO PROVIDE JANANI
SHISHU SURAKSHA KARYAKRAM (JSSK) BENEFICIARIES
AT
JORHAT MEDICAL COLLEGE & HOSPITAL, JORHAT**

IFB NO. SMEJ/JMCH/2468/2020/9645 DATE: 19/12/2020

TWO BID SYSTEMS

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|--|-------------------------------|
| Date and Time of Publishing of Bid Document | 12:00 PM of 21/12/2020 |
| Date and Time of Pre-Bid Meeting | 12:00 PM of 28/12/2020 |
| Date and Time of Start of Bid Submission | 09:00 AM of 22/12/2020 |
| Date and Time of End of Bid Submission | 12:00 PM of 12/01/2020 |
| Date and Time of Opening of E-Technical Bid | 1:00 PM of 12/01/2020 |
| Tentative Date and Time of Opening of E-Price Bid | 1:00 PM of 18/01/2020 |

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

Sealed Bids (Two Envelope System) **affixing court fee stamp of Rs. 8.50/- (Rupees eight and paisa fifty) only** are invited on behalf of the Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Jorhat from the eligible & reputed **Manufacturer/Wholesaler/Distributor** for Empanelment with JMCH to supply of Drugs on turnkey basis to Janani Shishu Suraksha Karyakram (JSSK) beneficiaries on emergency requirement at Jorhat Medical College & Hospital, Jorhat-Assam 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.

Chapter I- Instruction to bidders

1. **Bids shall be submitted online portal only at Public Procurement Portal website:**
<https://assamtenders.gov.in/>
2. The whole bidding process will be completed online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Public Procurement Portal for e Procurement at <https://assamtenders.gov.in/>**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. **Tender Fee (Non refundable):**
Tender fee will be Non-refundable amount of Rupees One thousand (Rs. 1000/-) only and the tenderer shall deposit a separate Bank Draft in favor of "JMCH TENDER" along-with tender Document (Technical Bid). **The tenders submitted without tender cost shall liable to be rejected summarily.**
5. **EMD Payment (refundable):**
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. **1,50,000/- (Rupees One Lakh Fifty Thousand only)** by way of DD /FD only. The demand drafts shall be drawn in favour of “JMCH TENDER” (A/c. No. 1154101023707, IFSC Code: CNRB0001154) payable at Canara Bank Jorhat Branch. **The Tender Fees, EMD & Court Fee (Rs. 8.50/-) alongwith a Hard Copy of TECHNICAL BID **must** be delivered to JMCH, Jorhat-Assam on or before last date / time of Bid Submission. The bid without Tender Fees, EMD & Court Fee will be summarily rejected.** 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.
 - 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) Tenderer 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 stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - c) **The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provided along with technical bid)**
 - 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 returned after submission of performance security and 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.

7. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid (**to be submitted online only**). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram / Fax /Email shall not be considered. No correspondence will be entertained in this matter.

Schedule of Rate Contract

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|----|---|--|
| 01 | Particular | Rate Contract for Supply of Drugs (Group A) on turnkey basis to JSSK beneficiaries of JMCH, Jorhat-Assam |
| 02 | E-Tender IFB No. | SMEJ/JMCH/2468/2020/9645 Date: 19/12/2020 |
| 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 'JMCH TENDER' payable at Canara Bank Jorhat Branch of Rs. 1,000/- in the form of Demand draft |
| 05 | Earnest money deposit (Refundable) | In favour of 'JMCH TENDER' payable at Canara Bank Jorhat Branch (A/c. No. 1154101023707, IFSC Code: CNRB0001154) of Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand only) in the form of Demand Draft/FD |
| 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 |
| 08 | Last date and time for online/offline tender submission | 12/01/2020 upto 12:00 PM |
| 09 | Date & Time of Pre-Bid Meeting | 28/12/2020 upto 12:00 PM in the College Council Hall, Administrative Building, JMC |
| 10 | Date and time for Opening of E-Technical Bid | 12/01/2020 at 1:00 PM |
| 11 | Tentative date and time for Opening of e-Price Bid | 18/01/2020 at 01:00 P.M |

General Terms and Conditions

Subject: - **Notice Inviting bids for Rate Contract for Supply of Drugs 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 the JMCH Authority, Jorhat Medical College & Hospital, Jorhat-Assam

"PRE – BID Meeting" with the intending bidders shall be held on 28th December 2020 at 12:00 P.M. onwards at Conference Hall, JMCH, Jorhat-Assam.

2. Proposal for rate contract may be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The Institute shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the Institute which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed / Late Bids will not be accepted, at any circumstances.
3. 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.
4. The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.
5. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
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 : www.assamtenders.gov.in & the official website 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. In case of supply of goods made through valid authorized dealer, their name & mail address may be declared / indicated in the tender.
8. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.

9. 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 must submit the following documents :-

- a) Court Fees of (Rs. 8.50/-)
- b) Demand Draft of Rs. 1000/- (Rupees One Thousand only) for Tender fees.
- c) Demand Draft/FD of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) for EMD
- d) Copy of PAN (firm /owner)
- e) Copy of GST registration certificate.
- f) Valid Trade License
- g) The valid Wholesale Drugs license issued by the Competent Authority
- h) Copy of Income Tax Return Acknowledgement for last Three assessment years (2017-18,2018-19, 2019-20)
- i) Valid TIN
- j) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- k) Manufacturer Authorization Certificate must be attached by Bidder where applicable (Annexure II).
- l) The annual turnover from similar jobs, of the firm should not be less than Rs. 1 crores average in the last three consecutive assessment years (2017-18, 2018-19, and 2019-20). For the manufacturer it should not be less than Rs. 100 crores for the last three consecutive assessment years (2017-18, 2018-19, 2019-20). Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for these last three years should be enclosed.
- j) Analytical test report issued by the appropriate authority should be submitted if applicable.
- k) Duly filled format of Technical Bid as (Annexure I)
- l) Undertaking for Non Blacklisting duly notarized in a Rs. 100/- Non-Judicial Stamp paper (Annexure III)
- m) 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.
- n) Undertaking for as per (Annexure IV) in a Rs. 100/- Non-judicial stamp paper.
- o) Details brand/make likely to be supplied as (Annexure V).
- m) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- n) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Financial Bid: The financial bid shall contain:

- (a) (a) Price Bid Form -It should be submitted as per the format **(to be uploaded in e-portal as BOQ).**

No hardcopy of financial bid shall be submitted.

10. Signing of Tender :

Individual signing the tender or other documents connected with contract must specify with a supporting document 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.

11. 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, Jorhat-Assam may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

12. 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.**

13. BID PRICES:

- (a) It should be submitted in form given in **Chapter VI**. The price quoted will be exclusive of taxes and inclusive of all applicable charges (i.e. packing, forwarding, postage and transportation) at F.O.R. JMCH, Jorhat-Assam and shall be fixed and final. Taxes, as applicable will be extra, which will separately quoted in the bid, At the time of payment Income Tax or any other Tax payable shall be deducted at source.
- (b) The offer shall 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.

14. 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 technically will be opened provided all other requirements are fulfilled.
- (d) JMCH, Jorhat-Assam shall have right to accept or reject any or all tenders without assigning any reasons thereof.

15. 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 authority 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 Jorhat-Assam 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.

16. AWARD OF CONTRACT: PLACEMENT 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 Bidder quoted each & every items otherwise bid will be get rejected.

17. 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.

18. Right of acceptance:

The JMCH, Jorhat-Assam reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The JMCH, Jorhat-Assam 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.

19. Delivery/Supply conditions:

- Orders will be placed through email/sms/Whatsapp to the supplier.
- **Performance Criteria:**
- The performance of the vendors shall be assessed on the following criteria:
- Services will be required 24 X7 for which communication channel should be open.
- Material will have to be supplied within 4 (four) hrs of placement of indent.
- For life saving drugs the firm has to supply within a short notice within one hour of being intimated.
- Medicines have to be supplied through special messengers of the supplier.
- Supply register will be maintained by the CMS pharmacists concerned. The vendor or its

representative while making deliveries shall sign (with date and time) on receipt register or challan. Any entry into the register/challan shall be the final proof of supply. The authorized representative of the vendor making supply can see the performance register. Entries in the register shall be final and shall not be put to question in any dispute.

- Failure to supply in time or compromise in quantity and quality shall lead to termination of the contract.
- In case of non-availability of items with empanelled supplier; it shall be the responsibility of Suppliers to procure the item from other sources and supply the same at the approved (L1) rate.
- Bidders submitting quotation with the lowest rate offered shall be selected as L1.
- **Empanelment will be valid for a period of one year.**
- L1 will be selected turnkey basis.

20. Liquidated Damages

Supply of material will have to be completed within **5** 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.

21. 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 Jorhat-Assam 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 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, the same may be recovered if necessary by due legal process.

22. 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 payment will be made on availability of specific fund.**

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, authority. The payment will be released on availability of JSSK funds from the Govt. of Assam. No payment will be made for goods rejected.

23. Performance Security:

The bidder shall require to submit the performance security after receipt of award of notification, in the form of Fixed Deposit Receipt (FDR) issued by any Scheduled Bank @ 5% against the Total Contract value.

The security deposit of successful bidders will be kept for the period of two 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.

24. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

25. 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 by reason of such event 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 5 days, either party may, at least option to terminate the contract.

26. 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, Jorhat-Assam shall have the power to terminate the contract without any prior notice.

27. 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, Jorhat-Assam in that event the security deposit shall also stands forfeited.

28. 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.

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

The JMCH, Jorhat-Assam 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, Jorhat-Assam, 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.

30. Fall Clause:

If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform JMCH, Jorhat-Assam immediately about such reduction in the contracted prices. The JMCH, Jorhat-Assam is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Excise Duty/Custom Duty due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional excise duty/custom duty so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in excise duty/custom duty, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the JMCH, Jorhat-Assam on account of the

increase in excise duty/custom duty.

31. 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, JMCH, Jorhat-Assam. 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.

32. 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/Guwahati will have Jurisdiction to the exclusion of other courts.

33. Periodicity/ Duration:

The Rate Contract is initially for a period of one (01) years and may be extended for further one year on mutual consent of both parties subject to satisfaction of the authority of Jorhat Medical College & Hospital, Jorhat-Assam, India. JMCH, Jorhat-Assam shall, however, reserve the right to terminate the contract at any time without assigning any reason.

34. Other Conditions:

The successful firm will be required to do the work / job for a period of two years from the date of award the contract. JMCH, Jorhat-Assam shall, however, reserve the right to terminate the contract at any time without assigning any reason.

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

36. JMCH, 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.

37. The tendering Firm/Agency/Company 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/Agency/Company, 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.

38. Material 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.

39. If the Local Authorized Dealer of any Manufacturing Company is participating in this Tender, he will allowed to be submit the Manufacturer's Authorization Certificate, Manufacturer's Companies duly certified Audited Accounts, Copy of Income Tax Return for Last Three Financial Years. Rest document like Affidavit, EMD, TIN No., PAN etc. shall be submitted of the firm his own.

40. 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.

41. The selected tendering Firm/Agency/Company 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.
42. 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.
43. 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.
44. If a tendering Firm/Agency/Company decides to withdraw from the bidding before the financial bids are opened, the JMCH, Jorhat-Assam shall forfeit the EMD deposited with the technical bid.
45. 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.
46. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
47. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
48. 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.
49. **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.
50. The Purchase Committee of JMCH, Jorhat-Assam shall go into all aspects including cost factors of Consumables 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, Jorhat-Assam. JMCH, Jorhat-Assam 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.

51. 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) No revision in rate (on higher side) will be accepted during contract period.
- (a) Order will be placed as per requirement, irrespective of value of the order.
- (b) 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.
- (c) Supply should be made from the latest batch of production with maximum life period & original packing.
- (d) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (e) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- (f) JMCH Authority reserves the right to cancel rate contract for any or all items without assigning any reason thereof.

52. Inspection:

- (a) JMCH, Jorhat-Assam shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the JMCH, Jorhat-Assam.
- (b) JMCH, Jorhat-Assam 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, Jorhat-Assam prior to the goods shipment.
- (c) The Authority JMCH shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- (d) No payment shall be made for JMCH. Rejected items must be removed by the Bidders within one (01) week 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, Jorhat-Assam 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, Jorhat-Assam 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.

Chapter – IV Contract Form**Annexure -I****TENDER FORM – 1 – TECHNICAL INFORMATION AND UNDERTAKING.**

(Tenderer may use separate sheet wherever required)

| Sl. No. | Details of the Bidders | Page No. | Remarks |
|---------|--|----------|---------|
| 1 | Court Fees of (Rs. 8.50/-) | | |
| 2 | Demand Draft of Rs. 1000/- (Rupees One Thousand only) for Tender fees. | | |
| 3 | Demand Draft/FD of Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand only) for EMD | | |
| 4 | Copy of PAN | | |
| 5 | Copy of GST registration certificate. | | |
| 6 | Valid Trade License | | |
| 7 | The valid Wholesale Drugs license issued by the Competent Authority | | |
| 8 | Copy of Income Tax Return Acknowledgement for last three assessment years (2017-18,2018-19, 2019-20) | | |
| 9 | Valid TIN | | |
| 10 | Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc. | | |
| 11 | Manufacturer Authorization Certificate must be attached by Bidder (where applicable) as (annexure II) | | |
| 12 | The annual turnover from similar jobs, of the firm should not be less than Rs. 1 crores average in the last three consecutive assessment years (2017-18, 2018-19, 2019-20). For the manufacturer it should not be less than Rs. 100 crores for the last three consecutive assessment years (2017-18, 2018-19, 2019-20). Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for this last three years should be enclosed. | | |
| 14 | Analytical test report issued by the appropriate authority should be submitted if applicable. | | |
| | Whether quoted each & every item as per tender (Yes/No) | | |
| 15 | Duly filled format of Technical Bid as (Annexure I) as per Chapter – IV. | | |
| 16 | Undertaking for Non Blacklisting duly notarized in Rs.100/- Non-Judicial Stamp paper (Annexure III) | | |
| 17 | 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. | | |

| | | | |
|----|--|--|--|
| 18 | Undertaking as (Annexure IV) in a Rs. 100/- Non-judicial stamp paper. | | |
| 19 | Details brand/make likely to be supplied as (Annexure V) | | |
| 20 | The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders | | |
| 21 | Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant. | | |
| 22 | 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, Jorhat-Assam. 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:

Annexure -II

FORMAT FOR MANUFACTURER'S AUTHORISATION

Dated:

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

Reference: NIT No. SMEJ/JMCH/2468/2020/9645 Date : 19/12/2020 for Rate Contract for Supply of
Drugs at JMCH Jorhat-Assam on turnkey basis.

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/Category offered in the Quotation) having factories at

_____, hereby
authorize Messrs. _____ (name and address of the agent) to submit a
Quotation, process the same further, 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 & contact detail of the manufacturer]

Note:-

1. 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 submitted on Rs.100/- Non-Judicial Stamp paper duly notarized]

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 Jorhat-Assam may imposed any action as per NIT rules.

Date :
Place :

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

UNDERTAKING

[To be given on letter head]

NIT No.: SMEJ/JMCH/2468/2020/...../ Date :.....

I/We, M/s _____ hereby agree to provide Services as required 24 X7 for which communication channel should be open. Material will have to be supplied within 4 (four) hrs of placement of indent. For life saving drugs the firm has to supply within a short notice within one hour of being intimated. Medicines have to be supplied through special messengers of the supplier and I also declare that I agree to all the terms and conditions mentioned in JMCH Jorhat-Assam's tender specification with associated amendments & clarification.

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

Technical Bid

| List of Medicine required under JSSK at JMCH, Jorhat | | |
|--|--|------------|
| Sl. No. | Drugs with specifications | Unit |
| 1 | Inj. Ceftriaxone 1 gm USP, 1 gm/vial | Per Amp |
| 2 | Inj. Lignocain 2% HCL W/V IP | Per Amp |
| 3 | Inj. Sterile water IP 10 ml | Per Amp |
| 4 | Inj. Compound Sodium Lactate (R/L) 500 ml IP | Per Amp |
| 5 | Ointment Povidone Iodine USP 5% W/W | Per tube |
| 6 | Tab Misoprostol 200 microgram (Oral/ Varginal) IP | Per amp |
| 7 | Inj. Atropin Sulphate 600 ug/ml IP | Per amp |
| 8 | Inj. Ondasetron 4 mg/2 ml USP | Per amp |
| 9 | Inj. Bupivacain Heavy 0.5% 4ml | Per vial |
| 10 | Inj. Tramadole 20 mg/ml BP | Per amp |
| 11 | Inj. Vitamine K-1, 1 mg/ml IP | Per amp |
| 12 | Inj. Diclofenac Sodium IP 25 mg/ml | Per amp |
| 13 | Inj. Mephentamine , 30 mg/ml IP | Per amp |
| 14 | Inj. Dexamethasone 4 mg/ml IP | Per amp |
| 15 | Inj. Cetriaxone 1 gm + Sulbactam 500 mg IP, 10 ml vial | Per amp |
| 16 | Providine Iodine Solution 10% W/V | Per bottle |
| 17 | Tab. Misoprostol 200 microgram (Oral/Vaginal) IP | Per amp |
| 18 | Inj. Vitamine K-1, 1 mg/ml IP | Per amp |
| 19 | Inj. Oxytocin 2 amp | Per amp |
| 20 | Inj. Oxytocine 4 amp | Per amp |
| 21 | Inj. Drotaverine 20mg/ml | Per amp |
| 22 | Inj. Frusemide | Per amp |
| 23 | Inj. Hhyscine Butyl bromide | Per amp |
| 24 | Inj. Magnesium Sulphate 500 mg/ml | Per amp |
| 25 | Inj. Piperilin + Tezobactum 4.5 gm | Per vial |
| 26 | Inj. Paracetamol 100 ml | Per amp |
| 27 | Inf. Linazolid 600 ml | Per bottle |
| 28 | Inf. Paracetamol 100 ml | Per bottle |
| 29 | Inf. Ofloxacin 100 ml | Per bottle |
| 30 | Inj. Adrinalin | Per amp |
| 31 | Inj. Lopez | Per amp |
| 32 | Inj. Hydrocort (cort 5) | Per amp |
| 33 | Inj. Eptoin | Per amp |
| 34 | Inj. Midazolam 5 ml | Per amp |
| 35 | Inj. Meropenam 1g | Per vial |
| 36 | Inj. Phenobarbital | Per amp |
| 37 | Inj. Calcium | Per amp |
| 38 | Infant Milk formula | Per pkt |

List of Brand/company likely to be supplied

| Sl. No | Name of Required items | Brand/Make |
|---------------|--|-------------------|
| 1 | Inj. Ceftriaxone 1 gm USP, 1 gm/vial | |
| 2 | Inj. Lignocain 2% HCL W/V IP | |
| 3 | Inj. Sterile water IP 10 ml | |
| 4 | Inj. Compound Sodium Lactate (R/L) 500 ml IP | |
| 5 | Ointment Povidone Iodine USP 5% W/W | |
| 6 | Tab Misoprostol 200 microgram (Oral/Varginal) IP | |
| 7 | Inj. Atropin Sulphate 600 ug/ml IP | |
| 8 | Inj. Ondasetron 4 mg/2 ml USP | |
| 9 | Inj. Bupivacain Heavy 0.5% 4ml | |
| 10 | Inj. Tramadole 20 mg/ml BP | |
| 11 | Inj. Vitamine K-1, 1 mg/ml IP | |
| 12 | Inj. Diclofenac Sodium IP 25 mg/ml | |
| 13 | Inj. Mephentamine , 30 mg/ml IP | |
| 14 | Inj. Dexamethasone 4 mg/ml IP | |
| 15 | Inj. Cetriaxone 1 gm + Sulbactam 500 mg IP, 10 ml vial | |
| 16 | Providine Iodine Solution 10% W/V | |
| 17 | Tab. Misoprostol 200 microgram (Oral/Vaginal) IP | |
| 18 | Inj. Vitamine K-1, 1 mg/ml IP | |
| 19 | Inj. Oxytocin 2 amp | |
| 20 | Inj. Oxytocine 4 amp | |
| 21 | Inj. Drotaverine 20mg/ml | |
| 22 | Inj. Frusemide | |
| 23 | Inj. Hhyscine Butyl bromide | |
| 24 | Inj. Magnesium Sulphate 500 mg/ml | |
| 25 | Inj. Piperilin + Tezobactum 4.5 gm | |
| 26 | Inj. Paracetamol 100 ml | |
| 27 | Inf. Linazolid 600 ml | |
| 28 | Inf. Paracetamol 100 ml | |
| 29 | Inf. Ofloxacin 100 ml | |
| 30 | Inj. Adrinalin | |
| 31 | Inj. Lopez | |
| 32 | Inj. Hydrocort (cort 5) | |
| 33 | Inj. Eptoin | |
| 34 | Inj. Midazolam 5 ml | |
| 35 | Inj. Meropenam 1g | |
| 36 | Inj. Phenobarbital | |
| 37 | Inj. Calcium | |
| 38 | Infant Milk formula | |

(Use separate sheet if needed)

Chapter - VI

Financial Bid

Format for 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)

Bidders should be quoted each & every items on turnkey basis otherwise bids are summarily rejected.

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the bidder with seal.

